

Final
29 January 2010

Template Haulage Contract

WA Gas Networks Pty Ltd
ABN 90 089 531 975

[Insert name of User]
[Insert ABN/ACN/ARBN of User]

Reference
09-14351034

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Annexure

A	GAS QUALITY SPECIFICATIONS
B	BANK GUARANTEE
C	CALCULATING OTHER CHARGES

Haulage Contract

DATE

PARTIES

WA Gas Networks Pty Ltd
ABN 90 089 531 975 (<Service Provider>)

[Insert Name of User]
[Insert ABN / address] (<User>)

RECITALS

- A. <Service Provider> owns the WAGN GDS and provides Pipeline Services by means of the WAGN GDS.
- B. The WAGN GDS is a Covered Pipeline under the National Gas Access Law.
- C. On 18 July 2000, the Regulator approved the Access Arrangement for the WAGN GDS under the Code. The Access Arrangement has been revised under the Code and National Gas Access Law and will continue to be revised under the National Gas Access Law.
- D. <User> wants to obtain access to one or more Pipeline Services provided by means of the WAGN GDS from <Service Provider>.
- E. This Haulage Contract sets out the terms and conditions upon which <Service Provider> will provide to <User> Service A1, Service A2, Service B1, Service B2 and Service B3 for the haulage of Gas from specified Receipt Points to specified Delivery Points.

OPERATIVE PROVISIONS

1. CONDITIONS PRECEDENT

1.1 Conditions Precedent

- (a) Other than this clause 1 and clauses 15, 20, 21 and 22, this Haulage Contract has no force and effect until each and all of the following conditions (**Conditions Precedent**) are satisfied:
 - (i) <Service Provider> has approved, in its absolute discretion, a System Pressure Protection Plan in accordance with the Access Arrangement; and
 - (ii) <User> demonstrates, to <Service Provider>'s satisfaction, that:
 - (A) <User> is able to, and will for the duration of this Haulage Contract be able to, comply with the Approved System Pressure Protection Plan;
 - (B) <User>'s prudential and financial standing meets the minimum prudential and financial requirements specified by <Service Provider> in the Access Offer that led to this Haulage Contract;
 - (C) <User> has obtained insurance of the type and nature, and has provided evidence of the type, specified in clause 15.3 of this Haulage Contract;

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- (D) **<User>** has in place a Gas supply agreement under which **<User>** has sufficient contractual entitlements to firm Gas transportation capacity on one or more Interconnected Pipelines for delivery to one or more Receipt Points (on the same Sub-network as the Delivery Points under this Haulage Contract) to meet the aggregate of all of the Contracted Peak Rates requested by **<User>** at the Delivery Points on the same Sub-network;
 - (E) **<User>** is able to, and will for the duration of this Haulage Contract be able to, deliver Gas to the Receipt Point or Receipt Points on the relevant Sub-network or Sub-networks from which **<User>** is to receive Gas at one or more Delivery Points under this Haulage Contract; and
 - (F) **<User>** is a member of the Retail Market Scheme; and
- (iii) if requested by **<Service Provider>** under clause 15.2 of this Haulage Contract, **<User>** has provided security in accordance with the request.
- (b) **<User>** must use its best efforts to ensure that each of the Conditions Precedent is satisfied as soon as practicable, but in any event by no later than 30 Business Days after signing this Haulage Contract.
 - (c) **<User>** must keep **<Service Provider>** informed of any circumstances which may result in any of the Conditions Precedent not being satisfied in accordance with its terms.
 - (d) **<User>** must promptly advise **<Service Provider>** of the satisfaction of each of the Conditions Precedent.
 - (e) Each of the Conditions Precedent is solely for the benefit of **<Service Provider>** and only **<Service Provider>**, in its absolute discretion, may vary a Condition Precedent or elect not to require **<User>** to comply with a Condition Precedent, by written notice to **<User>**.
 - (f) If the Conditions Precedent are not satisfied and **<Service Provider>** has not elected not to require **<User>** to comply with them under clause 1.1(e) within 30 Business Days of signing this Haulage Contract, **<Service Provider>** may, in its absolute discretion, terminate this Haulage Contract by written notice to **<User>**.

2. DURATION OF THIS HAULAGE CONTRACT

This Haulage Contract:

- (a) starts at the later of 8:00am on the day after:
 - (i) the day on which it is executed by both Parties; or
 - (ii) all Conditions Precedent are fulfilled; and
- (b) ends on the earlier of:
 - (i) when **<User>** is no longer entitled to take delivery of Gas at any Delivery Point under this Haulage Contract; or
 - (ii) when it is terminated under clauses 12.7, 14 or as otherwise provided for under this Haulage Contract.

3. HAULAGE SERVICES PROVIDED

This Haulage Contract specifies the terms and conditions on which **<Service Provider>** makes Haulage Services available to **<User>**.

4. FEES AND CHARGES

4.1 Obligation to pay for Haulage Services

- (a) **<User>** must pay to **<Service Provider>**:
 - (i) the Haulage Charge for each Haulage Service; and
 - (ii) all other amounts payable under this Haulage Contract,in the manner and at the times specified in this Haulage Contract.
- (b) **<Service Provider>** must claim payment from **<User>** for Haulage Charges and other amounts payable under this Haulage Contract in accordance with clause 9.
- (c) Nothing in clause 4.1(a) prevents **<Service Provider>** from recovering any other monies otherwise payable by **<User>** to **<Service Provider>** under this Haulage Contract or at Law.

4.2 Ongoing obligation to pay

- (a) **<User>** must pay **<Service Provider>** the Haulage Charge for each Haulage Service to which **<User>** has obtained access and other amounts payable under this Haulage Contract even if **<Service Provider>** is unable to provide, undertake or complete one or more of Haulage Services as a result of:
 - (i) an act or omission of **<User>** that prevented **<Service Provider>** from providing, undertaking or completing the Haulage Service;
 - (ii) that Haulage Service not being able to be provided or undertaken in respect of the Delivery Point; or
 - (iii) an event of Force Majeure.
- (b) **<User>** must pay **<Service Provider>** the Haulage Charge for each Haulage Service and other amounts payable under this Haulage Contract even if:
 - (i) **<User>** intends to use, and does use, a Haulage Service only intermittently or irregularly;
 - (ii) **<Service Provider>** refuses to accept the Gas delivered at a Receipt Point under clause 7.4;
 - (iii) **<Service Provider>** curtails, wholly or partially, the quantity or pressure of Gas deliveries to User at a Delivery Point under clauses 7.2 or 7.3;
 - (iv) **<User>**, for reasons that may be within or outside **<User>**'s control, is unable to use one or more Haulage Services; or
 - (v) an event of Force Majeure occurs.

5. RECEIPT AND DELIVERY OF GAS, DELIVERY POINTS AND THE DELIVERY POINT REGISTER

5.1 Receipt and delivery of Gas

<User> may take delivery of Gas at each Delivery Point identified in the Delivery Point Register on the terms and conditions set out in this Haulage Contract.

5.2 Obligation to accept and deliver Gas

- (a) <Service Provider> must:
 - (i) accept the quantity of Gas delivered to a Receipt Point by one or more Related Shippers; and
 - (ii) deliver Gas to <User> at a Delivery Point,
subject to and in accordance with the terms and conditions of this Haulage Contract.
- (b) <Service Provider> must use reasonable endeavours to deliver Gas to <User> at a Delivery Point at the Nominal Delivery Pressure for the Delivery Point.

5.3 Receipt and delivery of Gas

- (a) <User> is entitled to take delivery of Gas at a Delivery Point from the start of the Gas Day, beginning on the Start Date for that Delivery Point, until the end of the Gas Day beginning on the End Date for that Delivery Point.
- (b) The Start Date for a Delivery Point is the date specified in the Delivery Point Register as the Start Date for that Delivery Point.
- (c) The End Date for a Delivery Point is:
 - (i) for a Delivery Point to which Service A1 or Service A2 applies, the date specified in the Delivery Point Register as the End Date for that Delivery Point;
 - (ii) for a Delivery Point to which Service B1, Service B2 or Service B3 applies, the earlier of:
 - (A) if an End Date is specified in the Delivery Point Register, then that date;
 - (B) the date on which <User> is no longer the Current User for the Delivery Point; or
 - (C) the date on which the Delivery Point is Deregistered.

5.4 Delivery Point Register

<Service Provider> must establish and maintain the Delivery Point Register which records:

- (a) each Delivery Point at which <User> may take delivery of Gas;
- (b) for each Delivery Point, whether Service A1, Service A2, Service B1, Service B2 or Service B3 applies;
- (c) the MIRN for each Delivery Point at which <User> may take delivery of Gas;

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- (d) the Start Date for each Delivery Point;
 - (e) for each Delivery Point to which Service A1 or Service A2 applies, the End Date;
 - (f) for each Delivery Point to which Service B1, Service B2 or Service B3 applies, the End Date, if any;
 - (g) for each Delivery Point, one or more Receipt Points at which a Related Shipper may from time to time deliver Gas into the Sub-network for delivery to the Delivery Point;
 - (h) a description and the value of any User Specific Delivery Facilities for each Delivery Point;
 - (i) the pressure which is the Nominal Delivery Pressure for each Delivery Point;
 - (j) for each Delivery Point to which Service A1 applies:
 - (i) the Interconnection Distance;
 - (ii) the Contracted Peak Rate;
 - (iii) the period (expressed in Years) over which the cost of the User Specific Delivery Facilities is to be amortised for the purpose of calculating the annual User Specific Charge for the User Specific Delivery Facilities;
 - (iv) the amount of the annual User Specific Charge for the User Specific Delivery Facilities for the Delivery Point;
 - (k) for each Delivery Point to which Service A2 or Service B1 applies:
 - (i) the Contracted Peak Rate;
 - (ii) the period (expressed in Years) over which the cost of the User Specific Delivery Facilities for the Delivery Point is to be amortised for the purpose of calculating the annual User Specific Charge for the Delivery Point; and
 - (iii) the amount of the annual User Specific Charge for the User Specific Delivery Facilities for the Delivery Point;
 - (l) for each Delivery Point to which Service B2 or Service B3 applies, the type of Meter for the Delivery Point.

5.5 New Delivery Points and increasing Contracted Peak Rate

- (a) Subject to clause 5.5(b), **<User>** may request **<Service Provider>** to:
 - (i) add a new Delivery Point to the Delivery Point Register;
 - (ii) increase the Contracted Peak Rate for a Delivery Point to which Service A1, Service A2 or Service B1 applies; or
 - (iii) change the End Date for a Delivery Point to a date which is later than the End Date specified in the Delivery Point Register for the Delivery Point,and, if **<Service Provider>** agrees, **<Service Provider>** must make appropriate adjustments to the Delivery Point Register.
- (b) A request under clause 5.5(a) is subject to:

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- (i) the Application Procedure (including in particular the pre-conditions to and restrictions on the provision of Pipeline Services specified in the Access Arrangement); and
 - (ii) **<User>** being the Current User for the Delivery Point at the time **<Service Provider>** makes the appropriate adjustments to the Delivery Point Register.

5.6 Deregistration of Delivery Points

- (a) If on the End Date for a Delivery Point no other User is identified as the Current User for the Delivery Point under the Retail Market Rules, then **<User>** must request **<Service Provider>** to Deregister the Delivery Point.
- (b) Until such time as the Delivery Point is Deregistered, **<User>** must pay all Haulage Charges and other amounts payable under this Haulage Contract in respect of the Delivery Point. Haulage Charges and other amounts payable for the Delivery Point will be calculated as though the End Date for the Delivery Point under this Haulage Contract does not occur until the date that the Delivery Point is Deregistered.

5.7 Receipt Points

- (a) There is one Receipt Point for each Interconnected Pipeline for each Sub-network, regardless of the number of Physical Gate Points.
- (b) If there is more than one Physical Gate Point for an Interconnected Pipeline for a Sub-network, then:
 - (i) Gas flows at the several Physical Gate Points are to be treated as aggregated into the single Receipt Point;
 - (ii) **<User>**'s right to deliver Gas, **<Service Provider>**'s obligation to receive Gas, and any Curtailment or refusal to accept Gas is taken to occur at the Receipt Point; and
 - (iii) it is not **<Service Provider>**'s responsibility to manage how Gas deemed to be delivered at a Receipt Point is apportioned between, or physically transported to, Physical Gate Points.

5.8 Gas quality and Gas Quality Data

- (a) **<User>** must ensure that the Gas that it delivers at the Receipt Point that is to be delivered through the WAGN GDS complies with the Gas Quality Specifications at all times.
- (b) **<User>** must each Gas Day, or more frequently as may be reasonably requested by **<Service Provider>**, provide to **<Service Provider>**:
 - (i) Gas Quality Data in relation to the Gas **<User>** or its Related Shipper delivers to each Receipt Point; and
 - (ii) written evidence that the Gas complies with the Gas Quality Specifications.
- (c) **<User>** indemnifies **<Service Provider>** against any Claim brought by any person against **<Service Provider>** in respect of any Gas delivered to a Receipt Point under this Haulage Contract that did not meet the Gas Quality Specifications.
- (d) **<User>** acknowledges and agrees that:

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- (i) **<Service Provider>** has no control over the quality of Gas in the WAGN GDS;
 - (ii) **<Service Provider>** makes no warranty or guarantee in respect of the quality of Gas delivered to **<User>** under this Haulage Contract; and
 - (iii) nothing in this Haulage Contract or otherwise (including any action taken or not taken by **<Service Provider>** under this Haulage Contract) makes **<Service Provider>** directly or indirectly liable to **<User>** in respect of any loss, damage or other consequence suffered by **<User>** in connection with the delivery of Gas that does not comply with the Gas Quality Specifications.

5.9 Gas balancing

- (a) For each Gas Day, **<User>** must ensure that it delivers an amount of Gas into each Sub-network that is equal to the quantity of Gas that **<User>** receives from that Sub-network on that Gas Day.
- (b) **<Service Provider>** may do all reasonable things to maintain a balance between the sum of quantities of Gas delivered by Users at a Receipt Point and the sum of quantities of Gas received by Users at Delivery Points in the Sub-network with which that Receipt Point is associated.
- (c) **<User>** acknowledges and agrees that:
 - (i) **<Service Provider>** does not control whether and how the operator of an Interconnected Pipeline delivers Gas into the WAGN GDS at a Receipt Point; and
 - (ii) nothing in this Haulage Contract or otherwise (including any action taken or not taken by **<Service Provider>** under this Haulage Contract) makes **<Service Provider>** liable to **<User>** in respect of any loss, damage or other consequence suffered by **<User>** in connection with:
 - (A) a failure by the operator of an Interconnected Pipeline or **<User>**'s Related Shipper to deliver Gas into the WAGN GDS at a Receipt Point; or
 - (B) **<User>** breaching any provision of this Haulage Contract.
- (d) **<User>** must ensure that it, and its Related Shippers or related Swing Service Providers (as applicable), conduct (including conduct within a particular day):
 - (i) does not jeopardise Gas deliveries into the Sub-network in such a way that the Sub-network's system pressure is threatened;
 - (ii) does not impede **<Service Provider>**'s ability to ensure that the system pressure in a Sub-network is maintained;
 - (iii) complies with its Approved System Pressure Protection Plan; and
 - (iv) does not cause any User or other person to suffer loss or damage.
- (e) Without limiting this clause 5.9, **<User>** must ensure that its intra-day Gas flows do not:
 - (i) jeopardise the operation of the Sub-network;

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- (ii) cause the obligation to keep the Sub-network pressurised to fall disproportionately on other parties; or
 - (iii) cause any User or other person to suffer loss or damage.
- (f) Nothing in this clause 5.9 limits clause 7.

5.10 System Pressure Protection Plan

- (a) **<User>** must comply with its Approved System Pressure Protection Plan.
- (b) **<User>** must notify **<Service Provider>** if at any time it is, suspects that it may be, or suspects that it is likely that it will be in the near future, in breach of the Approved System Pressure Protection Plan as soon as possible after it becomes aware of the fact or the suspicion arises.

5.11 Emergencies

- (a) **<Service Provider>** may in an Emergency, without notice to any other persons, do all things which it considers necessary to prevent injury, death, loss or damage to persons or property and to render the situation safe, including without limitation entering onto any land or premises, stopping, disconnecting or reducing any Gas flow, Curtailing any delivery of Gas, refusing to accept any Gas into the WAGN GDS and giving any reasonable instructions to **<User>**.
- (b) **<Service Provider>** must as soon as practicable after determining that an Emergency exists give written notice of the Emergency to **<User>** if **<User>** is affected either by the Emergency or by **<Service Provider>**'s actions in dealing with the Emergency, however a failure to give such written notice does not limit **<Service Provider>**'s powers under clause 5.11(a).
- (c) **<Service Provider>** will, after the Emergency and its aftermath has been dealt with, use reasonable endeavours to remove itself and any person, machinery, equipment or thing under its control from any land or premises onto which it entered under clause 5.11(a), except to the extent that the person, machinery, equipment or thing is required to continue dealing with the Emergency, its aftermath or to prevent its recurrence or to comply with any obligation imposed on **<Service Provider>** by any Law.
- (d) **<User>** must comply with any reasonable instruction (including without limitation any instruction concerning the management of **<User>**'s or its Gas customers' Gas demand and any instruction directed to preservation or restoration of Capacity of the WAGN GDS) given to it by **<Service Provider>** during, and related to, an Emergency, and **<User>** is liable to **<Service Provider>** for any injury, death, loss or damage, be it direct or indirect, suffered by reason of **<User>**'s failure to comply with such an instruction.
- (e) **<Service Provider>**'s rights under this clause 5.11 do not limit any other power under the Law, the Access Arrangement or this Haulage Contract and is in addition to any other provision of the Law, the Access Arrangement or this Haulage Contract.

6. OPERATIONAL PROVISIONS

6.1 Title to Gas

- (a) **<Service Provider>** has title to, and control and possession of, all Gas in the WAGN GDS.

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- (b) **<User>** indemnifies **<Service Provider>** against any Claim brought by any person against **<Service Provider>** in respect of any Gas delivered into the WAGN GDS under this Haulage Contract:
- (i) claiming any interest in, or making any Claim of any nature over, the Gas; or
 - (ii) in respect of any unpaid charges, royalties or Taxes in respect of or in connection with the Gas or the production of the Gas incurred by any person (including **<User>** and a Related Shipper) before or arising out of the delivery of the Gas to **<Service Provider>**.

6.2 Only <User> may take delivery, title and possession of Gas from <Service Provider>

- (a) Only **<User>** can receive Gas delivered under this Haulage Contract by **<Service Provider>** at a Delivery Point.
- (b) The delivery by **<Service Provider>** to **<User>** at a Delivery Point is a transfer of title to and control and possession of the Gas from **<Service Provider>** to **<User>**, effective at the Delivery Point at the time of the delivery, and the title being free and clear of all Claims of any nature.

6.3 <User>'s entitlement to receive Gas is contractual

<User>'s entitlement to receive Gas under this Haulage Contract is a contractual entitlement and not a proprietary entitlement.

6.4 Unaccounted for Gas

<Service Provider> will replace Gas which is lost while in its control or possession.

6.5 Commingling permitted

<Service Provider> may:

- (a) commingle with other Gas in the WAGN GDS any Gas delivered into the WAGN GDS; and
 - (b) deliver Gas out of the WAGN GDS in a commingled state,
- where and when it considers it necessary or convenient to do so.

6.6 Interconnection issues

- (a) If **<Service Provider>** considers that an Interconnection Event has occurred in relation to a Physical Gate Point, then:
 - (i) as soon as reasonably practicable thereafter **<Service Provider>** will notify **<User>** of the Interconnection Event whereupon:
 - (A) **<User>** must not deliver Gas into the WAGN GDS at that Physical Gate Point; and
 - (B) **<User>** must not take delivery of Gas at a Delivery Point associated with that Physical Gate Point; and
 - (ii) **<Service Provider>**:
 - (A) may refuse to accept partly or in whole any quantity of Gas at the Receipt Point associated with that Physical Gate Point; and

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- (B) may wholly or partly Curtail the quantity or pressure of Gas deliveries to **<User>** at a Delivery Point associated with the Receipt Point associated with that Physical Gate Point.
- (b) If a contract that exists in respect of the Interconnection Arrangements at a Physical Gate Point associated with a Receipt Point specified in the Delivery Point Register:
- (i) is terminated or breached as a result of the negligence or default of **<Service Provider>** then, subject to this Haulage Contract, **<Service Provider>** is liable to **<User>** for any Direct Damage suffered by **<User>** as a result of an interruption or Curtailment of Gas delivery under clause 6.6(a)(ii);
 - (ii) is terminated or breached other than as a result of the negligence or default of **<Service Provider>**, then **<Service Provider>** may interrupt or Curtail Gas delivery under clause 6.6(a)(ii) without incurring liability to **<User>**; and
 - (iii) requires **<Service Provider>** to comply with any gas quality specifications, **<User>** agrees to be bound by those gas quality specifications.
- (c) If **<User>** considers that an event has occurred or is likely to occur that may constitute an Interconnection Event, **<User>** must notify **<Service Provider>** as soon as practicable.
- (d) It is **<Service Provider>** who determines whether an event is an Interconnection Event for the purposes of this Haulage Contract.
- (e) Subject to clause 6.6(f), **<Service Provider>** may disclose to an operator of an Interconnected Pipeline information which **<Service Provider>** determines, as a reasonable and prudent network operator, to be the minimum amount of information required to be disclosed for operational reasons relating to the interconnection of that, or any other, Interconnected Pipeline with the WAGN GDS.
- (f) **<Service Provider>** must use reasonable endeavours to present any information disclosed to the operator of an Interconnected Pipeline under clause 6.6(e) in a form which does not identify details of **<User>**.

6.7 Delivery facilities installation, maintenance and operation

- (a) Except as provided in this clause, **<Service Provider>** will not be liable to pay compensation for or in respect of, or make good any damage done to the land or premises of **<User>** or **<User>**'s Gas customer by **<Service Provider>**, its officers, servants, or agents in the course of installing, maintaining or operating User Specific Delivery Facilities or the Standard Delivery Facilities whether that damage is of a temporary or permanent character.
- (b) If, in the course of installing User Specific Delivery Facilities or Standard Delivery Facilities, **<Service Provider>** causes damage to land or premises including opening or breaking up any sealed or paved surface, or damaging or disturbing any lawn, landscaping or other improvement, then **<Service Provider>** will if necessary and in its absolute discretion either:
- (i) fill in any ground to restore it to approximately its previous level; or
 - (ii) at **<User>**'s expense and without obtaining prior consent from **<User>**, restore the land or premises including the sealed or paved surface, lawn, landscaping or other improvement to the extent reasonably practicable.

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- (c) **<Service Provider>** will be liable to reinstate or make good, or pay compensation in respect of land or premises including any sealed or paved surface opened or broken up, or any lawn, landscaping or other improvement damaged or disturbed, in the course of installing, maintaining or operating the User Specific Delivery Facilities or the Standard Delivery Facilities to the land or premises of **<User>** or **<User>**'s Gas customer, if and to the extent that **<Service Provider>** fails to act reasonably having regard to the safe and efficient operation of the WAGN GDS and prudent Pipeline practices generally accepted in the Gas haulage industry.
- (d) If **<User>** is required to compensate **<User>**'s Gas customer for any damage done in circumstances where **<Service Provider>** would be liable in respect of such damage under clause 6.7(c), then **<Service Provider>** will indemnify **<User>** to the extent of the lesser of:
- (i) the value of the compensation **<User>**'s Gas customer receives from **<User>**; and
 - (ii) the value of compensation which would be payable by **<Service Provider>** to **<User>** under clause 6.7(c), if the damage had been suffered wholly by **<User>** instead of **<User>**'s Gas customer.
- (e) Except to the extent that **<Service Provider>** is liable to **<User>** or **<User>**'s Gas customer under clause 6.7(c), **<User>** will indemnify **<Service Provider>** against all Claims brought by **<User>** or **<User>**'s Gas customer in respect of any damage done to the land or premises of **<User>** or **<User>**'s Gas customer by **<Service Provider>**, its officers, servants, or agents in the course of installing User Specific Delivery Facilities or Standard Delivery Facilities whether that damage is of a temporary character or a permanent character.
- (f) An obligation to indemnify which arises under clauses 6.7(d) and 6.7(e) will be discharged by payment in full by the indemnifying Party to the indemnified Party (or to such person as the indemnified Party nominates) within 20 Business Days after the date the indemnified Party provides written notice to the indemnifying Party setting out adequately detailed grounds for, and specifying the full quantum of, the claim for indemnification.

7. CURTAILMENT

7.1 **<Service Provider> to minimise Curtailment**

<Service Provider> will in its operation and maintenance of the WAGN GDS use reasonable endeavours to minimise the magnitude and duration of any Curtailment of Gas deliveries to **<User>**, except where the Curtailment is attributable to the default of **<User>**.

7.2 **Curtailment Events**

In addition to any rights and remedies that may be available to **<Service Provider>** under the Law, this Haulage Contract or any other agreement, **<Service Provider>** may wholly or partly Curtail the quantity or pressure of Gas deliveries to **<User>** at a Delivery Point if one or more of the following events occur:

- (a) **<User>** exceeds its Contracted Peak Rate at the Delivery Point;
- (b) **<User>** or **<User>**'s Related Shippers are not entitled to have delivered, or fail to have delivered, an equivalent quantity of Gas at one or more Receipt Points on the same Sub-network as the Delivery Point;
- (c) **<User>** is in default under this Haulage Contract;

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- (d) **<Service Provider>** has refused to accept Gas from an Interconnected Pipeline due to the Gas not complying with the Gas Quality Specifications or any applicable Gas Standards Regulations;
 - (e) in **<Service Provider>**'s opinion formed as a reasonable and prudent network operator, **<User>** is in breach of a provision of the Approved System Pressure Protection Plan or the representation and warranty set out in clauses 17.1(a) and 17.1(b);
 - (f) the operator of an Interconnected Pipeline, in respect of a particular day:
 - (i) has Curtailed or interrupted, or has given notice that it intends to Curtail or interrupt, the entitlement of a Related Shipper to receive Gas at a Receipt Point for the Sub-network in which the Delivery Point is located; or
 - (ii) refused, or has given written notice that it intends to refuse, to deliver Gas to a Related Shipper at a Receipt Point for the Sub-network in which the Delivery Point is located,and the Related Shipper is, or is likely to be, named in **<User>**'s allocation instruction under the Retail Market Rules for the day; or
 - (g) a Physical Gate Point associated with a Receipt Point is not, or ceases to be, the subject of a current Interconnection Arrangement;
 - (h) the level of Capacity of the WAGN GDS falls or remains below that necessary to meet all Users' requirements;
 - (i) an Emergency occurs or either Party experiences an event of Force Majeure; or
 - (j) **<Service Provider>** undertakes any of the activities referred to under clause 7.3 Curtailment for certain activities;
 - (k) **<Service Provider>** considers as a reasonable and prudent network operator that it would be unsafe or may give rise to an unsafe situation (whether for the operation of the WAGN GDS or in respect of anything downstream of the Delivery Point) to deliver Gas to **<User>** at the Delivery Point; or
 - (l) without limiting clauses 7.2(m) or 7.2(k), **<Service Provider>** considers as a reasonable and prudent network operator that there is or is a reasonable prospect of any non-compliance with the *Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999* (WA) downstream of the Delivery Point by any person;
 - (m) **<Service Provider>** considers as a reasonable and prudent network operator that it would, or might reasonably be expected to, be or result in a breach of any Law by **<Service Provider>**, **<User>** or any other person to deliver the Gas; or
 - (n) any other circumstance arises under which Curtailment is permitted by the Haulage Contract or under the Law.

7.3 Curtailment for certain activities

<Service Provider> may:

- (a) at any time by arrangement with **<User>**; or
- (b) at any time at least 10 days after giving **<User>** written notice,

wholly or partially Curtail Gas deliveries to **<User>** to the extent reasonably necessary to permit **<Service Provider>** to undertake any Extension or Expansion of the WAGN GDS or perform any maintenance or operational activities in relation to the WAGN GDS that the Service Provider may reasonably require.

7.4 <Service Provider>'s right to refuse to accept Gas at Receipt Point

In addition to any other rights and remedies that may be available to it under any Law or agreement or otherwise, **<Service Provider>** may refuse to accept, wholly or partly, the quantity of Gas delivered to a Receipt Point by **<User>** or its Related Shipper if:

- (a) Gas delivered by **<User>** at that Receipt Point does not comply with the Gas Quality Specifications or any applicable Gas Standards Regulations;
- (b) Gas delivered at that Receipt Point by a User or Related Shipper does not comply with the Gas Quality Specifications or any applicable Gas Standards Regulations, even if the Gas delivered by **<User>** or its Related Shipper at that Receipt Point does comply;
- (c) without limiting clause 7.4(a), **<Service Provider>** considers as a reasonable and prudent network operator that accepting the Gas would be inconsistent with a heating value blending management plan under the Gas Standards Regulations, or otherwise will, or might reasonably be expected to, cause the heating value of the Gas in any part of the WAGN GDS to depart from any requirement in or under the Gas Standards Regulations;
- (d) **<Service Provider>** considers as a reasonable and prudent network operator that it would be unsafe or may give rise to an unsafe situation for the operation of the WAGN GDS to accept the quantity of Gas delivered to the Receipt Point by the Related Shipper;
- (e) **<Service Provider>** considers as a reasonable and prudent network operator that it would, or might reasonably be expected to, be or cause a breach of any Law by **<Service Provider>**, **<User>** or any other person to accept the Gas;
- (f) either Party experiences an event of Force Majeure;
- (g) acceptance of the Gas by **<Service Provider>** would cause the WAGN GDS to exceed its maximum allowable operating pressure ;
- (h) **<Service Provider>** is permitted to do so by the Haulage Contract or under the Law; or
- (i) **<User>** is in breach of the Haulage Contract.

7.5 <User> to comply with notice of Curtailment

- (a) In order to effect a Curtailment under this Haulage Contract (including under clause 7.2), **<Service Provider>** may issue a notice to **<User>** requiring **<User>** to:
 - (i) Curtail receiving Gas at one or more Delivery Points and Curtail delivering Gas to every associated Receipt Point; and
 - (ii) comply with any other condition necessary to effect the Curtailment or refusal to accept Gas.
- (b) If **<Service Provider>** considers it appropriate, it may include in any notice issued under clause 7.5(a) the reason or reasons for the Curtailment.

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- (c) **<User>** must comply with the terms of a notice given by **<Service Provider>** under clause 7.5(a).
 - (d) Nothing in this clause 7.5 limits **<Service Provider>**'s rights to effect a Curtailment.

7.6 <User> to comply with notice of refusal to accept Gas

- (a) In order to enforce a refusal to accept Gas under clause 7.4, **<Service Provider>** may issue a notice to **<User>** requiring **<User>** to:
 - (i) cease delivering Gas to a Physical Gate Point, Receipt Point or Receipt Points and Curtail taking delivery of Gas from any and all associated Delivery Points; and
 - (ii) comply with any other condition necessary to effect the Curtailment or refusal to accept Gas.
- (b) If **<Service Provider>** considers it appropriate, it may include in any notice issued under clause 7.6(a) the reason or reasons for **<Service Provider>**'s refusal to accept Gas.
- (c) **<User>** must comply with the terms of a notice given by **<Service Provider>** under clause 7.6(a).
- (d) Nothing in this clause 7.6 limits **<Service Provider>**'s rights to enforce a refusal to accept Gas in any other way.

7.7 Service Provider entitled to recover reasonable costs

<User> must reimburse **<Service Provider>** for all reasonable costs **<Service Provider>** incurs in Curtailing under clauses 7.2 or 7.3 or refusing to accept delivery of Gas under clause 7.4 to the extent that the right to Curtail or refusal to accept delivery of Gas arises from a:

- (a) breach of this Haulage Contract by **<User>**; or
- (b) negligent act or omission by **<User>** or its Related Shipper.

7.8 Method of Curtailment or refusal to accept

- (a) When exercising its rights under clauses 7.2, 7.3 or 7.4 **<Service Provider>** shall determine, in its absolute discretion:
 - (i) which Delivery Points it will Curtail and the order of that Curtailment; or
 - (ii) the quantity of Gas that it refuses to accept delivery of and the Receipt Points at which it will refuse to accept,as the case may be.
- (b) **<Service Provider>** may exercise its rights under clauses 7.2, 7.3 or 7.4 even though the need for the Curtailment or refusal to accept delivery of Gas is caused or contributed to by one or more other Users.
- (c) **<Service Provider>** will where practicable use reasonable endeavours to provide **<User>** with a reasonable advance warning of the magnitude, starting time and expected duration of an impending Curtailment of Gas deliveries to **<User>** under clause 7.2 or refusal to accept delivery of Gas under clause 7.4 and the reasons for the Curtailment or refusal to accept (as the case may be).

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- (d) Without limiting clause 5.9 (Gas Balancing), despite **<Service Provider>**'s entitlement to exercise its rights under clauses 7.2, 7.3 or 7.4 and to Curtail delivery of Gas to other Users or refuse to accept delivery of Gas from other Users under similar circumstances, **<User>** acknowledges:
 - (i) that **<User>** is responsible for balancing the Gas it delivers to a Sub-network on a Gas Day with the quantity of Gas it receives from the Sub-network on a Gas Day; and
 - (ii) **<Service Provider>** has no obligation to wholly or partly Curtail the amount or pressure of Gas deliveries to **<User>** or refuse to accept delivery of Gas for the purpose of avoiding swing service on a Sub-network on a Gas Day.

8. METERING

8.1 Operating meters

User Specific Delivery Facilities and Standard Delivery Facilities for Haulage Services will be designed, adjusted, operated and maintained:

- (a) so as to achieve the best accuracy of measurement which is, having regard to the nature and duration of this Haulage Contract and the magnitude of **<User>**'s Contracted Peak Rate, technically and economically feasible; and
- (b) consistently with the standard of a prudent network operator acting efficiently, in accordance with accepted good industry practice.

8.2 Use of Gas Quality Data from other locations

<Service Provider> may use Gas Quality Data from equipment at one or more other locations to estimate Gas quality at a Delivery Point in order to calculate quantities of Gas delivered to a Delivery Point, and in the absence of manifest error the rates and quantities so calculated by **<Service Provider>** bind the Parties.

8.3 Access to the Delivery Point and relevant land and premises

- (a) **<User>** acknowledges that **<Service Provider>**'s ability to provide a Haulage Service to **<User>** to a Delivery Point is subject to **<User>** ensuring that **<Service Provider>** has unfettered access to the land and premises on, or through which, the Standard Delivery Facilities or the User Specific Delivery Facilities are to be, or are, installed:
 - (i) during the term of this Haulage Contract; and
 - (ii) if applicable, until that Delivery Point is Deregistered.
- (b) If **<Service Provider>** does not have unfettered access and as a consequence incurs a cost in order to obtain access to the land or premises referred to in clause 8.3(a) that it would not have incurred had unfettered access been obtained, then **<Service Provider>** may require **<User>** to pay an amount determined by **<Service Provider>** as reasonable to recover that cost.
- (c) **<Service Provider>**'s rights under this clause 8.3 are in addition to, and do not limit, any other entitlement of **<Service Provider>** under this Haulage Contract to be paid an amount where the activities required to be undertaken by **<Service Provider>** in consideration for being paid that amount include accessing the land or premises on, or through which, the WAGN GDS is to be, or is, installed.

9. INVOICING AND PAYMENT

9.1 Invoicing

- (a) **<Service Provider>** may, by giving notice to **<User>**, claim payment twice a month for each and every Haulage Charge or for other amounts payable under this Haulage Contract that **<User>** incurs under this Haulage Contract in the period prior to the relevant claim (**Payment Claim**).
- (b) **<Service Provider>** will use reasonable endeavours to make a Payment Claim on the first and sixteenth days of each month.
- (c) A Payment Claim comprises:
 - (i) an invoice (in the form of a "tax invoice" or "adjustment note" as those terms are defined in the GST Law) showing:
 - (A) a summary of the Haulage Charges payable by **<User>**;
 - (B) any adjustments to account for any amounts attributable to incorrect line items under clauses 9.2(e), 9.4(e) or 9.5(b);
 - (C) any other amount payable under this Haulage Contract;
 - (D) at the discretion of **<Service Provider>** any outstanding amounts payable which were previously invoiced but not paid and the interest payable on those amounts;
 - (E) the total amount payable under the Payment Claim, being the sum of the amounts referred to at clauses 9.1(c)(i)(A), 9.1(c)(i)(B), 9.1(c)(i)(C) and 9.1(c)(i)(D); and
 - (F) such other such information that in the reasonable opinion of **<Service Provider>** is appropriate; and
 - (ii) a notice showing:
 - (A) each Delivery Point, identified by the MIRN for that Delivery Point for which payment is being claimed and a line item or series of line items relating to the Delivery Point which describe:
 - (I) each Haulage Charge or other amount payable;
 - (II) the quantity of Gas delivered to the Delivery Point (if applicable); and
 - (III) other details relevant to the payment claimed;
 - (B) any adjustments to a line item that **<Service Provider>** must make under clauses 9.2(e), 9.4(e) or 9.5(b);
 - (C) such other information that in the reasonable opinion of **<Service Provider>** is appropriate; and
 - (D) such other information as the Parties may agree.

9.2 Payment Claim review process

- (a) Within 3 Business Days of receiving a Payment Claim **<User>** must by separate notices inform **<Service Provider>** of:

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- (i) the line items in the notice referred to at clause 9.1(c)(ii) agreed by **<User>** to be correct and payable under clause 9.3 (**Payment Notification**); and
 - (ii) subject to clauses 9.2(g), the line items in the notice referred to at clause 9.1(c)(ii) (if any) that **<User>** disputes (**Dispute Notification**).
 - (b) If **<User>** provides a Dispute Notification, then **<Service Provider>** must, within 5 Business Days of receiving it, issue a notice of its decision (**Resolution Notification**) specifying for each disputed line item either:
 - (i) that **<Service Provider>** agrees the line item is incorrect (**Incorrect Line Item**); or
 - (ii) that **<Service Provider>** does not agree the line item is incorrect.
 - (c) If:
 - (i) **<User>** agrees that a line item is correct and payable; or
 - (ii) **<User>** does not dispute a line item within the period specified in clause 9.2(a);
 - (iii) **<Service Provider>** does not agree that a line item is incorrect; or
 - (iv) **<Service Provider>** does not issue a Resolution Notification within the period specified in clause 9.2(b),then **<User>** must pay the amount specified in the Payment Claim in respect of the line item under clause 9.3.
 - (d) **<User>** is not required to pay the amount specified in the current Payment Claim attributable to each Incorrect Line Item specified in a Resolution Notification.
 - (e) If **<Service Provider>** issues a Resolution Notification that includes an Incorrect Line Item, then the next Payment Claim will be adjusted (if necessary) by **<Service Provider>** to account for any amounts attributable to the Incorrect Line Item.
 - (f) If under clause 9.2(e), the next Payment Claim is to be adjusted, but there are no further Payment Claims to be made by **<Service Provider>** under this Haulage Contract, and the amendments referred to in the Resolution Notification results in an amount payable by **<User>** to **<Service Provider>**, **<Service Provider>** will issue a further Payment Claim and this Haulage Contract shall remain on foot until the Incorrect Line Item is corrected.
 - (g) When disputing a line item **<User>**:
 - (i) must act in good faith; and
 - (ii) can only dispute the entire line item and must not dispute part of the line item.
 - (h) **<User>** is not entitled to dispute any line item that has already been the subject of a decision by **<Service Provider>** under clause 9.2(b) other than to the extent it is permitted to do so under clause 9.4 or clause 18.

9.3 Payment within 10 Business Days

- (a) Subject to clause 9.2, **<User>** must, within 10 Business Days of receiving a Payment Claim, pay to **<Service Provider>** the amount shown as payable by

<User> in the invoice of the Payment Claim in accordance with clause 9.1(c)(i)(E) in the manner shown on the invoice.

- (b) If <User> fails to comply with clause 9.3(a) then, without prejudice to <Service Provider>'s other rights, <User> must pay interest on any unpaid amount, calculated daily at the Prescribed Interest Rate, from 10 Business Days after receiving the Payment Claim.

9.4 Accounting for errors after payment has been made – claims by <User>

- (a) If a <User> considers there has been an error in a Payment Claim after payment has been made, then <User> may give notice to the <Service Provider> (**Retrospective Dispute Notification**) providing details of the error including each line item containing the error.
- (b) If <User> provides a Retrospective Dispute Notification, then <Service Provider> must, within 5 Business Days of receiving it, issue a notice of its decision (**Retrospective Resolution Notification**) specifying for each disputed line item either:
- (i) that <Service Provider> agrees that the line item is incorrect (**Retrospective Incorrect Line Items**); or
 - (ii) that <Service Provider> does not agree that the line item is incorrect.
- (c) If <Service Provider> does not issue a Retrospective Resolution Notification, then <Service Provider> is taken to have not agreed that the line item is incorrect.
- (d) If <Service Provider> has not agreed that a line item is incorrect, then the disputed Payment Claim stands.
- (e) If <Service Provider> issues a Retrospective Resolution Notification that includes a Retrospective Incorrect Line Item, then the next Payment Claim will be adjusted to account for any amounts attributable to the Retrospective Incorrect Line Item.
- (f) If under clause 9.2(e), a Payment Claim is to be issued to correct a Retrospective Incorrect Line Item but there are no further Payment Claims to be made by <Service Provider> under this Haulage Contract, then <Service Provider> must issue a Payment Claim and this Haulage Contract shall remain on foot until the Retrospective Incorrect Line Item is corrected.
- (g) When notifying a Party of an error in a Payment Claim under clause 9.4(a), Party:
- (i) must act in good faith; and
 - (ii) can only dispute the entire line item and must not dispute any individual information in the line item.
- (h) <User> is not entitled to issue a Retrospective Dispute Notice in respect of any line item that has already been the subject of a decision by <Service Provider> under clauses 9.4(b) other than to the extent it is permitted to do so under clause 18.
- (i) If <Service Provider> fails to pay an amount due to <User> under clause 9.4(f) within the time period specified in that clause, then <Service Provider>'s must pay interest on any unpaid amount, calculated daily at the Prescribed Interest Rate, calculated from the last day that payment was due.

9.5 Accounting for errors after payment has been made – claims by <Service Provider>

- (a) If a <Service Provider> considers there has been an error in a Payment Claim after payment has been made, then <Service Provider> may give notice to <User> providing details of the error including each line item containing the error (**Retrospective Error Notification**).
- (b) If <Service Provider> issues a Retrospective Error Notification, then the next Payment Claim will be adjusted to account for any amounts attributable to the incorrect line item.
- (c) If under clause 9.5(b), a Payment Claim is to be issued to correct an incorrect line item but there are no further Payment Claims to be made by <Service Provider> under this Haulage Contract, then <Service Provider> must issue a Payment Claim and this Haulage Contract shall remain on foot until the incorrect line item is corrected.

9.6 Guaranteed Service Level payments

- (a) <User> acknowledges that <Service Provider> operates a GSL.
- (b) <User> agrees to comply with any obligations imposed on it under the GSL.
- (c) If <Service Provider> is required to pay a Small Use Customer under its GSL for a failure by <Service Provider> to comply with the levels of service in the GSL, <Service Provider> may notify <User> that it wishes to make the payment of the required amount through <User>, in which case:
 - (i) <Service Provider> must notify <User> of the amount owing to the Small Use Customer;
 - (ii) <User> must pay that amount to the Small Use Customer or credit that amount to the Small Use Customer as soon as practicable, in accordance with <User>'s Small Use Customer invoicing procedures; and
 - (iii) subject to clause 9.6(d), <Service Provider> must credit the amount actually paid to the Small Use Customer to the next Payment Claim that it issues to <User>.
- (d) If <Service Provider> is required to make a payment to a Small Use Customer as a result of not complying with the levels of service in the GSL but that non-compliance is a result of <User>'s conduct, then <User> must either:
 - (i) reimburse <Service Provider> for the payment made to the Small Use Customer; or
 - (ii) if requested by <Service Provider>, on its behalf, make the payment to the Small Use Customer or credit that amount to the Small Use Customer's next bill, and <Service Provider> is not required to reimburse or credit <User> for that amount.
- (e) <User> must notify <Service Provider> where it is aware that <Service Provider> may be required to make a payment to a Small Use Customer under the GSL.
- (f) <Service Provider> must notify <User> where it makes a payment directly to a Small Use Customer under the GSL.

10. TAX

10.1 Taxes

- (a) Subject only to clause 10.2, all Taxes arising in respect of:
 - (i) the transfer of title to Gas to **<Service Provider>** at a Receipt Point;
 - (ii) the delivery, transportation or handling of Gas before receipt at a Receipt Point and after delivery at a Delivery Point; and
 - (iii) the transfer of title to Gas to **<User>** at a Delivery Point in accordance with clause 6.2(b),shall be paid by **<User>**.
- (b) All Taxes arising in respect of a Pipeline Service (including a Haulage Service) relating to Gas after receipt at a Receipt Point and before delivery at a Delivery Point shall be paid by **<Service Provider>**.

10.2 GST

- (a) Words defined in the GST Law have the same meaning in this clause 10.2, unless expressly provided otherwise.
- (b) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (c) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.
- (d) In addition to paying or providing the consideration (which is exclusive of GST unless expressly provided otherwise), the recipient must:
 - (i) pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under or in connection with this document, without deduction or set-off of any other amount; and
 - (ii) make that payment as and when the consideration or part of it must be paid or provided or, if the consideration has already been paid or provided, within 5 Business Days of receiving a written demand from the supplier, except that the recipient need not pay unless the recipient has received a tax invoice for that supply.
- (e) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier:
 - (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving the recipient notice (in the form of a tax invoice or adjustment note) in the next Payment Claim following the adjustment event, if applicable, or otherwise by giving the recipient 10 Business Day's notice (in the form of a tax invoice or adjustment note); or

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- (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply to the extent that the supplier is entitled to a refund or credit from the Commissioner of Taxation.
 - (f) If a Party provides a payment for or any satisfaction of a claim or a right to claim under or in connection with this document (for example, for misleading or deceptive conduct or for misrepresentation or for a breach of any warranty of the supplier or of the recipient or for indemnity or for reimbursement of any expense) which gives rise to a liability for GST, the provider must pay, and indemnify the claimant against the amount of that GST.
 - (g) If a Party has a claim under or in connection with this document for a cost on which that Party must pay an amount for GST, the claim is for the cost plus the amount for GST (except any amount for GST for which that Party is entitled to an input tax credit).
 - (h) If a Party has a claim under or in connection with this document whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

11. FORCE MAJEURE

- (a) Subject to clauses 11(b), a Party is excused from performance of, and is not liable for any failure in carrying out, any of its obligations under this Haulage Contract if it is prevented from doing so by Force Majeure.
- (b) The occurrence of Force Majeure (whether claimed by **<Service Provider>** or by **<User>**) does not relieve **<User>** of the obligation to pay any Haulage Charge or other amounts payable which are specified by this Haulage Contract or as otherwise required by Law to be payable.
- (c) The inability to pay money, however caused, does not constitute Force Majeure.
- (d) If a Party claims the benefit of Force Majeure, it must:
 - (i) promptly give written notice to the other Party specifying:
 - (A) the occurrence and circumstances in which the claim arises and provide periodic updates as to the status of each occurrence or circumstance at the request of the other Party; and
 - (B) the likely duration of the occurrence or circumstance;
 - (ii) promptly give written notice to the other Party once it is able to resume full performance of its obligations;
 - (iii) use reasonable endeavours to remedy the consequences without delay; and
 - (iv) resume full performance of its obligations under the Haulage Contract as soon as reasonably practicable.
- (e) Settlement of strikes, lock outs, stoppages and restraints of labour or other industrial disturbances are entirely within the discretion of the Party claiming the benefit of this clause 11 and the Party may refrain from settling industrial disturbances or may settle them on any terms it considers to be in its best interests.

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- (f) If at any time during the duration of this Haulage Contract a Party is validly claiming, and has for a consecutive period of at least one Year validly claimed, the benefit under this clause 11 of Force Majeure in respect of a failure by the Party to comply with its obligations under the Haulage Contract then either Party may in its absolute discretion by written notice to the other Party terminate this Haulage Contract.

12. VARIATION

12.1 Replacement of Haulage Services

- (a) **<Service Provider>** may at any time where permitted by clause 12.1(c), by written notice to **<User>**, vary this Haulage Contract to replace the Haulage Service provided under this Haulage Contract at a Delivery Point with a different Haulage Service at that Delivery Point.
- (b) **<Service Provider>** must consult with **<User>** at least 10 Business Days' prior to giving a notice under clause 12.1(a), and **<User>** may, within 5 Business Days of the notice being given, provide information to **<Service Provider>** regarding why the notice should not be given.
- (c) **<Service Provider>** may only replace a Haulage Service with a different Haulage Service under clause 12.1(a) if either:
- (i) in its opinion, exercised reasonably, **<Service Provider>** anticipates (having regard to any information provided by **<User>** under clause 12.1(b), if any) that the quantity of Gas to be delivered to **<User>** in the next Year following the date of the notice would fall within the requirements of a Haulage Service other than the Haulage Service that applies to the Delivery Point under this Haulage Contract immediately prior to the date of the notice (being the requirements specified in clause 1(b) each of Schedule 1 to Schedule 5 read as if **<User>** was making an Application, in good faith, at the time of the proposed replacement); or
 - (ii) an Above 10 TJ Determination has been, or is likely to be, made under the Retail Market Rules and the Haulage Service that applies immediately prior to the date of the notice is not already Service A1 or Service A2.
- (d) For the purpose of clause 12.1(a), this Haulage Contract is varied by updating the Delivery Point Register to replace the existing Haulage Service at the Delivery Point with the replacement Haulage Service at that Delivery Point and the variation takes effect from the start of the Gas Day which occurs 20 Business Days after the date a notice is issued under clause 12.1(a).
- (e) For the avoidance of doubt, from the date a variation takes effect under clause 12.1(d), all terms and conditions applying to the replacement Haulage Service (including the Tariff) will apply.

12.2 Revisions to Access Arrangement that affect Pipeline Services

- (a) If the Access Arrangement is revised so that:
- (i) an Original Pipeline Service is no longer described as a Pipeline Service that **<Service Provider>** offers to provide by means of the WAGN GDS; or

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- (ii) an Original Pipeline Service is described as a Pipeline Service that **<Service Provider>** offers to provide by means of the WAGN GDS but is no longer specified as a Reference Service; or
 - (iii) clause 12.3(b) applies as a result of a variation to the description of an Original Pipeline Service,
 - then **<Service Provider>** must in its opinion exercised reasonably determine whether a Post-revision Pipeline Service is similar to the Original Pipeline Service.
 - (b) If **<Service Provider>** determines under clause 12.2(a) that a Post-revision Pipeline Service is similar to an Original Pipeline Service, then:
 - (i) this Haulage Contract is amended and is to be read:
 - (A) so that the Post-revision Pipeline Service replaces the Haulage Service that is derived from the Original Pipeline Service; and
 - (B) without limiting clause 12.2(b)(i)(A), so that:
 - (I) the title of any Haulage Service that is derived from the Original Pipeline Service is replaced with a title that reflects the name of the Post-revision Pipeline Service;
 - (II) any references to the Original Pipeline Service are replaced with references to the Post-revision Pipeline Service;
 - (III) any description of any Haulage Service that is derived from the Original Pipeline Service is replaced with a description that is consistent with the description of the Post-revision Pipeline Service set out in the Access Arrangement;
 - (IV) all terms and conditions that apply to any Haulage Service that is derived from the Original Pipeline Service are replaced with terms and conditions that are consistent with the terms and conditions on which the Post-revision Pipeline Service is provided as specified in the Access Arrangement;
 - (V) (to avoid doubt) the Tariff to be paid for any Haulage Service that is derived from the Original Pipeline Service is the Tariff specified as the Reference Tariff for the Post-revision Pipeline Service in the Access Arrangement; and
 - (VI) any consequential amendments are made; and
 - (ii) **<Service Provider>** must, as soon as practicable after making the determination, give **<User>** a Change Notice.
 - (c) If, within 10 Business Days of receiving a Change Notice under clause 12.2(b), **<User>**:
 - (i) gives written notice to **<Service Provider>** that it does not agree that any changes set out in the Change Notice properly reflect the changes that result from the application of clause 12.2(b)(i) (setting out the full reasons for its disagreement), then:

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- (A) the Parties must negotiate for a period of 20 Business Days from the date of the Change Notice with the objective of reaching agreement as to the changes that result from the application of clause 12.2(b)(i) and the date from which they are to take effect; and
 - (B) if the Parties cannot reach agreement within that period, then they must refer the matter to arbitration under clause 18.3 for the arbitrator to determine the changes that are to result from the application of clause 12.2(b)(i); or
 - (ii) does not give written notice under clause 12.2(c)(i), then this Haulage Contract is amended as specified in, and with effect from, the date specified in the Change Notice.
 - (d) If **<Service Provider>** determines under clause 12.2(a) that no Post-revision Pipeline Service is similar to an Original Pipeline Service, then:
 - (i) **<Service Provider>** must give **<User>** written notice of that determination;
 - (ii) **<Service Provider>** and **<User>** must negotiate about whether to replace any Haulage Service that is derived from the Original Pipeline Service with a Post-revision Pipeline Service or any other Pipeline Service; and
 - (iii) if, after 20 Business Days of **<Service Provider>** issuing its written notice under clause 12.2(d)(i):
 - (A) the Parties agree on a Post-revision Pipeline Service or other Pipeline Service to replace a Haulage Service that is derived from the Original Pipeline Service then the Haulage Contract is amended accordingly; or
 - (B) the Parties do not agree, the Parties must refer the matter to arbitration under clause 18.3 for the arbitrator to determine the Post-revision Pipeline Service or other Pipeline Service (if any) to replace the Haulage Service that is derived from the Original Pipeline Service.
 - (e) If this Haulage Contract is varied under this clause 12.2, then **<Service Provider>** must, to the extent relevant, vary the Delivery Point Register.

12.3 Revisions to Access Arrangement that affect the description of Pipeline Services

- (a) If the Access Arrangement is revised so that the description of an Original Pipeline Service is varied, then **<Service Provider>** must determine (in its opinion, exercised reasonably) whether, despite that variation, the resulting Post-revision Pipeline Service is similar to the Original Pipeline Service.
- (b) If **<Service Provider>** determines under clause 12.3(a) that the relevant Post-revision Pipeline Service is not similar to the Original Pipeline Service, then clause 12.2(a) applies.
- (c) If **<Service Provider>** determines under clause 12.3(a) that the relevant Post-revision Pipeline Service is similar to the Original Pipeline Service, then the Access Arrangement is revised so that the description of an Original Pipeline Service is varied, then:
 - (i) this Haulage Contract is amended, and is to be read, so that the description of any Haulage Service that is derived from the Original

Pipeline Service is replaced with the varied description (with any consequential amendments); and

- (ii) **<Service Provider>** must, as soon as practicable, give **<User>** a Change Notice.
- (d) If within 10 Business Days of receiving a Change Notice under clause 12.3(a):
 - (i) **<User>** gives written notice to **<Service Provider>** that it does not agree that the changes set out in the Change Notice properly reflect the changes that result from the application of clause 12.3(c)(i) (setting out the full reasons for its disagreement), then:
 - (A) the Parties must negotiate for a period of 20 Business Days from the date of the change Notice with the objective of reaching agreement as to the changes that result from the application of clause 12.3(c)(i) and the date from which they are to take effect; and
 - (B) if the Parties cannot reach agreement within that period, then they must refer the matter to arbitration under clause 18.3 for the arbitrator to determine the changes that result from the application of clause 12.3(c)(i) and the date from which they are to take effect; or
 - (ii) **<User>** does not give written notice under clause 12.3(d)(i), then this Haulage Contract is amended as specified in, and with effect from, the date specified in the Change Notice.
- (e) If this Haulage Contract is varied under this clause 12.3, then **<Service Provider>** must, to the extent relevant, vary the Delivery Point Register.

12.4 Revisions to Access Arrangement that affect the terms and conditions of Pipeline Services

If the Access Arrangement is revised so that the terms and conditions on which an Original Pipeline Service is provided are varied, then:

- (a) this Haulage Contract is amended and is to be read:
 - (i) so that the terms and conditions that apply under this Haulage Contract to any Haulage Service that is derived from the Original Pipeline Service are replaced with terms and conditions that reflect the revised terms and conditions; and
 - (ii) without limiting clause 12.4(a)(i), so that:
 - (A) (to avoid doubt) the Tariff to be paid for any Haulage Service that is derived from the Original Pipeline Service is the Tariff specified as the Reference Tariff for the Post-revision Pipeline Service in the Access Arrangement; and
 - (B) any consequential amendments are made;
- (b) **<Service Provider>** must, as soon as practicable after making the determination (in its opinion, exercised reasonably), give **<User>** a Change Notice;
- (c) any changes to this Haulage Contract specified in the Change Notice take effect on the date specified in the Change Notice; and

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- (d) **<Service Provider>** must, to the extent relevant, vary the Delivery Point Register.

12.5 Pricing if Access Arrangement is not revised by the Revision Commencement Date

If the Access Arrangement is not revised before the Revision Commencement Date, then from the Revision Commencement Date and until the Access Arrangement is revised:

- (a) the Tariff Components for each Tariff for the relevant Pipeline Services will be adjusted annually with the first adjustment to occur on the Revision Commencement Date and then on each year after that date in accordance with the following formula:

$$C_t = C_{t-1} \times \frac{CPI_t}{CPI_{t-1}}$$

where:

C_t is the adjusted Tariff Component;

C_{t-1} is the Tariff Component before the adjustment;

CPI_t is the CPI for the quarter which commenced 6 months prior to the date of adjustment;

CPI_{t-1} is the CPI for the quarter which commenced 18 months prior to the date of adjustment.

CPI is the CPI All Groups, Perth.

If the CPI All Groups, Perth ceases to be published quarterly by the Australian Bureau of Statistics (**ABS**) or in the reasonable opinion of **<Service Provider>** is published on a materially different basis (including due to a change in its nature, composition, data or reference base) to its basis at the time of the commencement of this Haulage Contract, then:

- (A) if the ABS publishes a substitute index, **<Service Provider>** may use the substitute index if it believes the use of that substitute index (with, if necessary, any arithmetical correction factor) will maintain a reasonable level of continuity between a Tariff calculated using the CPI All Groups, Perth and a Tariff calculated using the substitute index; or
- (B) if **<Service Provider>** does not adopt a substitute index under (A), **<Service Provider>** will nominate a substitute index in its discretion, exercised reasonably.
- (b) the terms and conditions for the Pipeline Services are amended to incorporate the new Tariff calculation.

12.6 Continued application of variation provisions

The provisions set out in clauses 12.2 to clause 12.5 apply, with appropriate modifications, on each successive revision of the Access Arrangement for the duration of the Haulage Contract.

12.7 Right to terminate if Access Arrangement terminates or expires

If the Access Arrangement terminates or expires, **<Service Provider>** may terminate this Haulage Contract by giving 20 Business Days written notice to **<User>** at any time.

12.8 Review of this Haulage Contract in response to Regulatory Event

- (a) If there is:
 - (i) a change to the Retail Market Scheme; or
 - (ii) a change to a Law,

("Regulatory Event") which has a material affect on the operation of this Haulage Contract, then:

 - (iii) <Service Provider> may give a notice to <User> specifying the amendments to this Haulage Contract that <Service Provider> considers necessary to address the Regulatory Event ("Regulatory Event Notice"); and
 - (iv) subject to clauses 12.8(b), this Haulage Contract will be amended as described in the Regulatory Event Notice with effect from the date specified in that Regulatory Event Notice.
- (b) If within 15 Business Days of receiving a Regulatory Event Notice, <User> gives notice to <Service Provider> that it does not consent to the amendments proposed by <Service Provider>, the Parties will negotiate for a further period of 20 Business Days from the date of <Service Provider>'s notice to attempt to agree the amendments to this Haulage Contract. If the Parties fail to agree the amendments they consider necessary to address the Regulatory Event within that 20 Business Days, the matter must be referred for arbitration under clause 18.3 for the Arbitrator to determine what amendments will be made (if any) to address the Regulatory Event.

12.9 Amendment generally

The Parties may at any time in writing amend this Haulage Contract by agreement.

13. ASSIGNMENT, NOVATION AND CAPACITY TRADING

13.1 No assignment except as provided for in these Capacity Trading Requirements

<User> may only transfer (by way of subcontract or otherwise), assign or otherwise grant an entitlement to all or part of its Contracted Peak Rate at a Delivery Point under clauses 13.2 or 13.3.

13.2 Bare transfers

<User> may transfer, by way of subcontract, all or any of its Contracted Peak Rate at a Delivery Point to another party (Third Party) without the consent of <Service Provider> provided that:

- (a) <User>'s rights against, and obligations to, <Service Provider> under this Haulage Contract are unaffected by the transfer; and
- (b) <User> immediately gives <Service Provider> written notice of:
 - (i) the subcontract and its likely duration;
 - (ii) the identity of the Third Party; and
 - (iii) amount of Capacity transferred.

13.3 Other transfers

- (a) **<User>** may request **<Service Provider>**, in writing, for consent to transfer all or any of its Contracted Peak Rate at a Delivery Point to a Third Party other than by way of a transfer under clause 13.2.
- (b) **<Service Provider>** must not withhold its consent to a transfer under this clause 13.3 except on reasonable grounds, based on commercial or technical considerations.
- (c) Without limiting **<Service Provider>**'s discretion to withhold consent under clause 13.3(b), **<Service Provider>** may make its consent to a transfer conditional upon:
 - (i) Third Party making an Application under and the transfer being subject to, the Application Procedure (including in particular the pre-conditions to and restrictions on the provision of Pipeline Services specified in the Access Arrangement);
 - (ii) Third Party complying with one or more pre-conditions to and restrictions on the provision of Pipeline Services specified in the Access Arrangement, as directed by **<Service Provider>** in writing; or
 - (iii) **<User>** reimbursing **<Service Provider>** for costs in accordance with clause 13.5.

13.4 Transferor remains liable to **<Service Provider>**

- (a) **<User>**'s obligations under this Haulage Contract remain in full force and effect notwithstanding a proposed transfer under clause 13.3 until **<Service Provider>**:
 - (i) consents by written notice to the transfer; and
 - (ii) **<User>** and Third Party comply with every condition imposed by **<Service Provider>** under clause 13.3(c),at which time, subject to clause 13.4(b), **<User>** is released from its obligations to the extent described in the written notice referred to in clause 13.4(a)(i).
- (b) A transfer in accordance with clause 13.3 does not affect rights or liabilities that had accrued under, or in relation to, this Haulage Contract before the transfer took effect.

13.5 Costs

- (a) **<User>** must reimburse **<Service Provider>** for all reasonable costs **<Service Provider>** incurs in processing a transfer under clause 13.2 or processing and determining a request for the transfer of its Contracted Peak Rate under clause 13.3.
- (b) If requested, **<Service Provider>** must provide a quote for the costs referred to in clause 13.5(a) in relation to a transfer or assignment under clause 13.3.
- (c) A quote provided under clause 13.3(b) does not limit the costs which must be reimbursed under clause 13.5(a) provided that it is prepared in good faith.

13.6 Novation rights

- (a) **<User>** may novate this Haulage Contract with **<Service Provider>**'s prior written consent, and such consent must not be unreasonably withheld. **<Service**

Provider's consent will not be unreasonably withheld if it is withheld on the ground that, if the novation occurred, there would be in **<Service Provider>**'s opinion, an increase in the commercial or technical risk to **<Service Provider>**.

- (b) Without limiting **<Service Provider>**'s discretion to withhold consent under clause 13.6(a), **<Service Provider>** may make its consent to a novation conditional upon:
 - (i) the person to whom it is proposed the Haulage Contract will be novated to complying with one or more pre-conditions to and restrictions on the provision of Pipeline Services specified in the Access Arrangement, as directed by **<Service Provider>** in writing; and
 - (ii) **<User>** reimbursing **<Service Provider>** a reasonable fee, in **<Service Provider>**'s absolute discretion, to cover **<Service Provider>**'s costs associated with assessing whether to grant its consent under clause 13.6(a).
- (c) **<Service Provider>** may novate this Haulage Contract on giving reasonable written notice to **<User>**.

13.7 Changing a Receipt Point or a Delivery Point

- (a) **<User>** may request **<Service Provider>**, by written notice, for consent to change:
 - (i) a Delivery Point specified in the Delivery Point Register as a Delivery Point at which **<User>** may take delivery of Gas to a different Delivery Point; or
 - (ii) a Receipt Point specified in the Delivery Point Register as a Receipt Point at which a Related Shipper may from time to time deliver Gas into the Sub-network for transportation to a Delivery Point at which **<User>** may take delivery of Gas.
- (b) In respect of a request for consent to change a Receipt Point, **<Service Provider>** may:
 - (i) withhold its consent to **<User>**'s request under clause 13.7(a) if it has reasonable grounds, based on technical or commercial considerations, for doing so;
 - (ii) give its consent to **<User>**'s request under clause 13.7(a) subject to conditions only if they are reasonable on commercial or technical grounds; or
 - (iii) without limiting the generality of clause 13.7(b)(ii), give its consent to **<User>**'s request under clause 13.7(a) on condition that **<User>** satisfies one or more of the pre-conditions specified in the Applications Procedure (which are to be read as though references to the Prospective User were instead references to **<User>** proposing the change, and references to the proposed Haulage Contract were instead references to this Haulage Contract).
- (c) A request for consent to change a Delivery Point is subject to the Application Procedure (including in particular the pre-conditions to and restrictions on the provision of Pipeline Services specified in the Access Arrangement).
- (d) **<Service Provider>**'s consent under clause 13.7(a) will specify the date from which the change to the Delivery Point or Receipt Point is effective.

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- (e) Where there has been a change to a Delivery Point or Receipt Point under this clause, **<Service Provider>** will amend the Delivery Point Register in accordance with, and on the date specified in, its written consent.

14. DEFAULT AND TERMINATION

14.1 Default by a Party

A Party is in default under this Haulage Contract in any one or more of the following circumstances:

- (a) if the Party misses or makes a late payment under this Haulage Contract;
- (b) if the Party contravenes the due and punctual performance or observance of any of the other covenants, agreements, conditions or other obligations contained, or implied by the operation of Law, in this Haulage Contract;
- (c) if a receiver, receiver and manager, administrator, or controller is appointed over the Party or if a petition or application is presented (and not withdrawn within 10 Business Days), or an order is made or a resolution is passed for the winding up or dissolution without winding up of the Party otherwise than for the purpose of reconstruction or amalgamation under a scheme to which the other Party has given consent;
- (d) if the Party is found to be materially in breach of any warranty given to the other Party whether in this Haulage Contract, the Application which gave rise to this Haulage Contract, or any instrument relating to this Haulage Contract or that Application, or if any statement or representation made by the Party in any instrument described above, is found to be false or misleading in any material particular; or
- (e) in any other circumstance specified in this Haulage Contract.

14.2 Default by <User>

<User> is in default under this Haulage Contract in any one or more of the following circumstances:

- (a) if there is any adverse change in the business or financial condition of **<User>** or an event occurs which could, in the reasonable opinion of **<Service Provider>**, materially affect **<User>**'s ability to meet its obligations to **<Service Provider>** under this Haulage Contract; or
- (b) if **<User>** is in default under any other contract with **<Service Provider>**.

14.3 Notice of default

If a Party is in default under this Haulage Contract, then the other Party may give written notice to the defaulting Party specifying the default.

14.4 Termination

- (a) Subject to clause 14.4(b), if a Party is in default under this Haulage Contract, then the other Party may in its absolute discretion by written notice to the defaulting Party terminate the Haulage Contract.
- (b) A Party can only terminate a Haulage Contract under clause 14.4(a):

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- (i) for a default under clause 14.1(a), where the Party has given a written notice under clause 14.3 of that default, and the default has not been remedied within 5 Business Days of the Party receiving that written notice; or
 - (ii) for any other default under clauses 14.1 or 14.2, where the Party has given a written notice under clause 14.3 of that default, and the default has not been remedied within 15 Business Days of the other Party receiving that written notice.
- (c) The Parties may terminate this Haulage Contract by agreement.

14.5 Additional remedies in the event of <User>'s default

If <User> is in default under this Haulage Contract, then <Service Provider> may in its absolute discretion wholly or partly Curtail Gas deliveries to <User> at a Delivery Point, refuse to accept delivery of Gas at a Receipt Point or reduce or suspend any other Pipeline Service or other service to <User> until such time as all defaults have been remedied.

14.6 Saving of other remedies

A Party's rights under clause 14.4 are in addition to any other rights and remedies available to the Party, whether under any Law, the Access Arrangement, this Haulage Contract or otherwise.

14.7 Effect of termination

- (a) Termination of this Haulage Contract:
- (i) does not prejudice the rights or remedies accrued to either Party at the date of termination; and
 - (ii) subject to clause 14.7(b), relieves each Party of all further obligations under the Haulage Contract to the other Party on and from the date of termination.
- (b) Termination of this Haulage Contract by a Party does not relieve the other Party of its obligations:
- (i) to pay all amounts outstanding at the time of termination; and
 - (ii) to pay all amounts which would have become payable under the Haulage Contract but for its termination.

14.8 Novation of contracts do not trigger default provisions

A novation of this Haulage Contract is not an event of default of the Haulage Contract for the purposes of clause 14.1 and does not give rise to the right to terminate the Haulage Contract if it is conducted in accordance with clause 13.6.

14.9 Restructuring or sale of <Service Provider> not a default

- (a) The restructuring or sale of <Service Provider> is not a default for the purposes of clause 14.1 if it is conducted as part of, in preparation for or otherwise to facilitate:
- (i) a restructure of all or part of <Service Provider>'s corporate group; or
 - (ii) the establishment of ring fencing policies or procedures (or both) specified in or under the National Gas Access Law or National Gas Rules.

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- (b) The term "restructure" in clause 14.9(a) includes the division of **<Service Provider>** into two or more separate legal entities, and the assignment, sale or other transfer of all or part of **<Service Provider>**'s business or assets to one or more Related Bodies Corporate of **<Service Provider>**.

15. SECURITY AND INSURANCE

15.1 Relationship between the Parties

<Service Provider> may, by written notice, from time to time under this clause require **<User>** to:

- (a) pay all amounts owing under this Haulage Contract to continue to receive Haulage Services under this Haulage Contract;
- (b) provide written evidence that **<User>** has the ability to comply, is complying and will comply, with its Approved System Pressure Protection Plan, including by providing evidence of the identity of its Related Shippers; and
- (c) provide written evidence that **<User>** is complying with Gas Quality Specifications and Gas Standards Regulations in relation to Gas it injects into the WAGN GDS,

and (without limiting any other remedies which may be available to it) **<Service Provider>** may wholly or partly Curtail Gas deliveries to **<User>** at a Delivery Point, refuse to accept delivery of Gas at a Receipt Point or reduce or suspend any other Pipeline Service or other service to **<User>** for so long as the relevant requirement remains unsatisfied.

15.2 Security for performance

- (a) **<Service Provider>** may, by written notice, from time to time require **<User>** to provide security for the performance of its obligations under this Haulage Contract and (without limiting any other remedies which may be available to it) **<Service Provider>** may wholly or partly Curtail Gas deliveries to **<User>** at a Delivery Point, refuse to accept delivery of Gas at a Receipt Point or reduce or suspend any other Pipeline Service or other service to **<User>** until the security has been provided .
- (b) Without limiting clause 15.2(a), **<Service Provider>** may require **<User>** to provide security under clause 15.2(a) in the form of a bank guarantee by giving **<User>** written notice specifying:
 - (i) the period of time for which the bank guarantee will be effective (which will not be less than 15 Business Days after the end of the Haulage Contract or the time required for **<User>** to satisfy its obligations under this Haulage Contract as determined by **<Service Provider>** acting reasonably); and
 - (ii) the amount in dollars that the bank guarantee is to be for, which will be the greater of **<Service Provider>**'s reasonable estimate of all Haulage Charges and other amounts payable that will be incurred by **<User>** under the Haulage Contract in the 2 months following the date of estimation or an amount that is necessary in **<Service Provider>**'s reasonable opinion to protect **<Service Provider>**'s legitimate business interests.
- (c) If **<Service Provider>** gives **<User>** a written notice in accordance with clause 15.2(b), **<User>** must provide **<Service Provider>** with a bank guarantee that complies with the notice and otherwise as set out in Annexure B within 10 Business Days of the date of the notice.

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- (d) If in **<Service Provider>**'s reasonable opinion, the period of time referred to in clause 15.2(b)(i) or the amount referred to in clause 15.2(b)(ii) increases, **<Service Provider>** may give **<User>** a further notice in accordance with clause 15.2(b) from time to time.
 - (e) If **<Service Provider>** gives **<User>** a written notice referred to in clause 15.2(d):
 - (i) **<User>** must comply with clause 15.2(c) in relation to that notice; and
 - (ii) **<Service Provider>** must give **<User>** any bank guarantee previously supplied to comply with a notice under clause 15.2(b).
 - (f) **<Service Provider>** and **<User>** agree that the obligations in clause 15.2(e) are interdependent and must occur simultaneously.
 - (g) If, in the reasonable opinion of **<Service Provider>**, **<User>** defaults under this Haulage Contract, **<Service Provider>** may call on the bank guarantee without notice to **<User>**, and apply the proceeds towards remedying the default and/or compensating **<Service Provider>** for any loss or damage caused by the default, as **<Service Provider>** may elect. If **<Service Provider>** calls on all or part of the bank guarantee, **<User>** must give **<Service Provider>** an additional or a replacement guarantee so that the amount referred to in the latest notice complying with clause 15.2(b) is guaranteed.
 - (h) If **<Service Provider>** has called on the bank guarantee and, after **<User>**'s default has been remedied and/or **<Service Provider>** has been compensated for any loss or damage caused by the default, there are surplus funds held by **<Service Provider>**, **<Service Provider>** may hold that surplus as security for the prompt performance of **<User>**'s obligations until **<User>** replaces the bank guarantee.
 - (i) If **<Service Provider>** (the transferor) assigns, novates or otherwise transfers its interest in this Haulage Contract and hands over the bank guarantee to the transferee, the transferor is released from all obligations to **<User>** in relation to the bank guarantee. If requested by the transferee, **<User>** must promptly give to the transferee a replacement bank guarantee in favour of the transferee. If **<User>** does not provide the replacement bank guarantee, the transferor may make demand under the bank guarantee and hand over the proceeds to the transferee to hold as security for the prompt performance of **<User>**'s obligations until **<User>** provides the replacement bank guarantee to the transferee.
 - (j) **<Service Provider>** will return the bank guarantee to **<User>** on the later of:
 - (i) the expiration or termination of this Haulage Contract; and
 - (ii) completion of all of **<User>**'s duties and obligations under this Haulage Contract (including payment to **<Service Provider>** of any damages arising from any breach of this Haulage Contract by **<User>**) to the satisfaction of **<Service Provider>**.
 - (k) The surplus funds held by **<Service Provider>** under clause 15.2(h) and the proceeds of the bank guarantee referred to at clause 15.2(i) are not held on trust for **<User>**.

15.3 Insurances

- (a) **<User>** must meet **<Service Provider>**'s minimum insurance and prudential requirements, including requirements as to its ability to meet all financial

obligations under this Haulage Contract. Unless otherwise agreed in writing, the minimum insurance requirements are:

- (i) a third party liability insurance including product liability policy that includes cover for **<User>**'s and a Related Shipper's liability in the event that Gas that enters the WAGN GDS causes loss of, or damage to, the WAGN GDS that:
 - (A) is with an insurer with a Standard & Poors rating of "AA" or higher or as approved by **<Service Provider>**;
 - (B) names **<Service Provider>** as an insured or notes **<Service Provider>**'s interest in a manner acceptable to **<Service Provider>**;
 - (C) shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased); and
 - (D) is in the amount of not less than \$50,000,000 for any one occurrence, or some other amount as reasonably specified by **<Service Provider>** from time to time; and
- (ii) workers compensation insurance that:
 - (A) is with an insurer with a Standard & Poors rating of "AA" or higher or as approved by **<Service Provider>**; and
 - (B) complies with the *Worker's Compensation and Injury Management Act 1981* (WA);
 - (C) includes common law cover to the greater of \$50,000,000 in respect of any one accident to any one employee or the amount required by the *Worker's Compensation and Injury Management Act 1981* (WA) in respect of any one accident to any one employee; and
 - (D) otherwise is on terms and for an amount that a prudent person carrying on the business of **<User>** would obtain having regard to the nature of **<User>**'s business.
- (b) **<Service Provider>** may require **<User>** to provide evidence of the matters in clause 15.3(a) and **<User>** will provide that evidence within 14 Business Days of receipt of a written notice from **<Service Provider>** directing the evidence be provided.
- (c) **<User>** will inform **<Service Provider>** in writing within 7 Business Days of:
 - (i) receipt of notification from an insurer of the insurer's intention to cancel the insurances referred to in this clause 15.3; or
 - (ii) **<User>** determining that it intends to change its insurer.

16. LIABILITY OF PARTIES

16.1 Liability for negligence and default limited to Direct Damage

- (a) Subject to clause 16.1(b), if a Party:
- (i) is negligent in any matter relating to or arising out of this Haulage Contract; or
 - (ii) defaults in respect of its obligations to the other Party under this Haulage Contract,
- then the Party is liable to the other Party (including its directors, servants, consultants, independent contractors and agents) for, and indemnifies the other Party (including its directors, servants, consultants, independent contractors and agents) against, any Direct Damage to the other Party caused by or arising out of the negligence or default.
- (b) **<Service Provider>** is not liable to **<User>** for Direct Damage or Indirect Damage caused by or arising out of:
- (i) any refusal to accept Gas at a Receipt Point or Curtailment of Gas deliveries to **<User>** undertaken under this Haulage Contract or otherwise pursuant to Law;
 - (ii) any non-delivery of Gas into the WAGN GDS; or
 - (iii) **<Service Provider>** acting in accordance with its rights under this Haulage Contract or otherwise pursuant to Law.

16.2 Liability for fraud

A Party who is fraudulent in respect of its obligations to the other Party under this Haulage Contract is liable to the other Party for, and indemnifies the other Party against, any loss or damage caused by or arising out of the fraud, in respect of which the exclusion of Indirect Damage in clause 16.3 does not apply.

16.3 No liability for Indirect Damage

To the extent effective at Law neither Party is in any circumstances to be liable to the other Party for any Indirect Damage, whether arising under a Law, or in contract, tort or equity, or otherwise, in relation to a matter related to, or arising out of, this Haulage Contract provided that where this Haulage Contract states that "[t]he exclusion of Indirect Damage in clause 16.3 does not apply", or words to similar effect, in relation to a matter then:

- (a) the exclusion of Indirect Damage in this clause 16.3 does not apply in relation to that matter; and
- (b) the Parties' liability in relation to the matter is to be determined by Law, and to avoid any doubt the definition of Indirect Damage in this Haulage Contract is to be disregarded for the purposes of that determination.

16.4 Extended operation of clause 16.3

To the extent that **<Service Provider>** is not liable to **<User>** as a result of clause 16.3, then if an Upstream Person or a Downstream Person of **<User>** makes a Claim against **<Service Provider>** in respect of any matter connected with or arising out of a Curtailment, interruption, restriction or cessation of Gas flow, then **<User>** must indemnify and keep indemnified **<Service Provider>** against any liability to the Upstream Person or

Downstream Person (as the case may be) which would exceed **<Service Provider>**'s liability to **<User>** if the Claim were brought by **<User>** rather than the Upstream Person or Downstream Person.

16.5 No liability arising out of any approval by <Service Provider>

Without limiting the generality of clause 16.3, **<Service Provider>** is not, except as provided in clauses 16.1 and 16.2, in any circumstances liable to **<User>** for any injury, death, loss or damage (including Indirect Damage), caused by or arising out of any approval by **<Service Provider>** of any design, location or construction of, or proposed operating or maintenance procedures in relation to, any equipment, apparatus, machine, component, installation, cable, pipe or facility connected to, or adjacent to and associated with, the WAGN GDS.

16.6 Saving of contractual payments

Nothing in clauses 11, 14 or 16 (inclusive) limits the liability of either Party to make all payments under this Haulage Contract.

16.7 Each limitation separate

Each limitation or exclusion created by clauses 11, 14 or 16 (inclusive) and each protection given to **<Service Provider>** or **<User>** or to their respective directors, servants, consultants, independent contractors and agents by clauses 11, 14 or 16 (inclusive) is a separate limitation, exclusion or protection applying and surviving even if for any reason any provision of clauses 11, 14 or 16 (inclusive) is held inapplicable in any circumstances.

16.8 Set-off

- (a) Any amount due and payable by **<Service Provider>** to **<User>** under this Haulage Contract or any other agreement between the Parties may be set-off against any other amount or amounts that may be due and payable by **<User>** to **<Service Provider>** under this Haulage Contract or any other agreement between the Parties.
- (b) If **<Service Provider>** exercises its rights under clause 16.8(a) then it must when tendering payment, provide **<User>** with a statement setting out details of the gross amount owing and all individual amounts set-off against that gross amount owing.
- (c) This subclause overrides any other document or agreement between **<Service Provider>** and **<User>** to the contrary.

17. REPRESENTATIONS AND WARRANTIES

17.1 <User> representations and warranties

<User>, by entering into this Haulage Contract, represents and warrants to **<Service Provider>** that:

- (a) it is able to, and will comply with, its Approved System Pressure Protection Plan;
- (b) it will notify **<Service Provider>** if at any time it is, suspects that it may be, or suspects that it is likely that it will be in the near future, in breach of the representation and warranty set out in clause 17.1(a), as soon as possible after it becomes aware of the fact or the suspicion arises;

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- (c) it will comply with all applicable Law with respect to any of its obligations connected with, arising out of or in relation to the Access Arrangement or this Haulage Contract;
 - (d) in entering into this Haulage Contract, **<User>** has in full force and effect all authorisations, licences, permits, consents, certificates, authorities and approvals necessary under any applicable Law to:
 - (i) enter into this Haulage Contract;
 - (ii) observe its obligations under this Haulage Contract and the Access Arrangement; and
 - (iii) allow those obligations to be enforced and otherwise conduct operations in accordance with the Haulage Contract;
 - (e) this Haulage Contract and any transaction under it does not contravene **<User>**'s constituent documents or any Law or any of its obligations or undertakings by which it or any of its assets are bound or cause to be exceeded any limitation on its, or its directors', powers;
 - (f) its obligations to make payments under this Haulage Contract rank at least equally with all unsecured and unsubordinated indebtedness of **<User>** except debts mandatorily preferred by Law;
 - (g) neither **<User>** nor any of its Related Bodies Corporate is in breach of a Law affecting any of them or their respective assets, or any obligation or undertaking by which they or any of their assets are bound, which breach will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract;
 - (h) there is no pending or threatened action or proceeding affecting **<User>** or any of its Related Bodies Corporate or any of their respective assets before a court, referee, governmental agency, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract;
 - (i) it is not an agent or trustee (except if and to the extent that it is disclosed as such in the Application that led to this Haulage Contract) in relation to this Haulage Contract or the Gas to be delivered or received under this Haulage Contract;
 - (j) it has in full force and effect all materially necessary leases, licences and easements to construct, operate and maintain the Delivery Points and all other facilities for which it is responsible under the Access Arrangement and this Haulage Contract;
 - (k) it has secured in full force and effect all materially necessary leases, licences and easements to allow **<Service Provider>**, its representatives, agents, employees and contractors, unfettered access to each Delivery Point in the Delivery Point Register and all equipment at the Delivery Point;
 - (l) it is a "user" for the purposes of the Retail Market Scheme and will comply with the Retail Market Scheme; and
 - (m) it will procure compliance by:
 - (i) the operator of an Interconnected Pipeline from which Gas is delivered into the WAGN GDS by it or on its behalf; and

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- (ii) a person who delivers Gas to the WAGN GDS on its behalf,
- with the Retail Market Scheme and any contract applying in respect of the relevant Interconnection Arrangements to the extent necessary to permit the parties to perform their respective obligations under this Haulage Contract.

17.2 <Service Provider> representations and warranties

<Service Provider> represents and warrants to **<User>** that:

- (a) it has in full force and effect all authorisations, licences, permits, consents, certificates, authorities and approvals necessary under all Laws to enter into this Haulage Contract, to observe its obligations under the Access Arrangement and this Haulage Contract, and to allow those obligations to be enforced;
- (b) this Haulage Contract and any transaction under it does not contravene **<Service Provider>**'s constituent documents or any Law or any of its obligations or undertakings by which it or any of its assets are bound or cause to be exceeded any limitation on its, or its directors', powers;
- (c) it is not in default under a Law affecting it or its respective assets, or any obligation or undertaking by which it or any of its assets are bound, which default will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract; and
- (d) there is no pending or threatened action or proceeding affecting **<Service Provider>** before a court, referee, governmental agency, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract.

17.3 Representations and warranties generally

- (a) The representations and warranties in clauses 17.1 and 17.2 are made on and from the Commencement Date and are made anew on each day of this Haulage Contract.
- (b) The exclusion of Indirect Damage in clause 16.3 does not apply in respect of the representations and warranties set out in clauses 17.1(a) and 17.1(b).

18. DISPUTE RESOLUTION

18.1 Parties to attempt to resolve

- (a) If any dispute between the Parties arises out of, or is in connection with this Haulage Contract, either Party may give written notice to the other Party specifying the details of the dispute.
- (b) The Parties must use reasonable endeavours to resolve the dispute within 20 Business Days from receiving the notice referred to at clause 18.1(a).
- (c) If the dispute remains unresolved after the process set out in clauses 18.1(a) and 18.1(b), then authorised officers of the Parties are to meet within 5 Business Days of the day referred to at clause 18.1(b) and use reasonable endeavours to resolve the dispute.
- (d) All discussions held and documents exchanged by the Parties under this clause 18.1 are on a without prejudice basis.

18.2 Disposition of unresolved disputes

If the dispute remains unresolved 10 Business Days after the authorised officers first meet as referred to in clause 18.1(c), then a Party may refer the dispute to arbitration under clause 18.3.

18.3 Arbitration

- (a) A Party refers a dispute to arbitration by giving written notice to the other Party stating that the dispute is referred to arbitration and specifying with reasonable particularity the matter in dispute and the dispute is by that written notice by force of this clause referred to arbitration of a single arbitrator.
- (b) If the Parties cannot agree on a person to be Arbitrator within 14 Business Days of the dispute first being referred to arbitration under clause 18.3(a), either Party may request the President for the time being of the Law Society of Western Australia (**President**) to nominate a person to be Arbitrator.
- (c) The Arbitrator appointed under clause 18.3(b) must have reasonable experience in conducting arbitrations and, to the extent possible:
 - (i) if the principal matter in dispute is a question of law—be a qualified legal practitioner of at least 7 Years standing with commercial and practical experience in the area of the principal matter;
 - (ii) if the principal matter is technical or operational in nature—be a person with technical expertise in the principal matter; and
 - (iii) in any other circumstance by a qualified legal practitioner of at least 7 Years standing with commercial and practical experience in the area of the dispute.
- (d) The Parties will comply with any direction that the President may give in relation to the nomination of the Arbitrator including:
 - (i) payment of any fee or cost required by the President;
 - (ii) the provision of any information that the President may request; and
 - (iii) the execution of any document that the President requests the Parties execute (including any deed or agreement under which the Parties release the Law Society of Western Australia, its employees, servants and officers (including the President) from liability arising from the nomination.
- (e) In any arbitration:
 - (i) the proceedings are to be conducted under the *Commercial Arbitration Act 1985* (WA) as modified by this Haulage Contract;
 - (ii) a Party may be represented by a legal practitioner; and
 - (iii) the proceedings are to be conducted in Perth.
- (f) In conducting proceedings, the Arbitrator must decide whether or not to be bound by the rules of evidence provided that:
 - (i) the Arbitrator gives the Parties an opportunity to make submissions before making its decision; and

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- (ii) if the Parties agree that the rules of evidence will or will not apply, the Arbitrator complies with that agreement.
 - (g) The Arbitrator must not order either of the Parties to take any steps to achieve a settlement of the dispute being arbitrated.
 - (h) A Party to the arbitration proceedings may appeal to a Judge (or acting Judge or auxiliary Judge) of the Supreme Court of Western Australia on any question of Law arising out of an award by an Arbitrator.
 - (i) The Arbitrator may:
 - (i) of his or her own motion, but only to the extent reasonably necessary to facilitate the determination of a dispute presently before him or her, retain the services of any person suitably qualified in any field of expertise to advise the Arbitrator in relation to matters within that field of expertise;
 - (ii) award such interest as he or she considers appropriate;
 - (iii) if a Party has overpaid another, whether under a mistake of law or fact, order repayment of the sum overpaid together with interest; and
 - (iv) rectify any term of the Haulage Contract, so as to conform to the true intention of the Parties, but any rectification must comply with the Law, the Access Arrangement and the principles of the general law applicable to the rectification of contracts.
 - (j) If the Arbitrator retains a person under clause 18.3(i)(i):
 - (i) that person may sit with the Arbitrator during the hearing of all evidence relating to the person's field of expertise and may take part in the proceedings;
 - (ii) the Arbitrator, in making an award, may adopt the opinion of that person, after first disclosing the opinion to the Parties and receiving the Parties' submissions thereon;
 - (iii) the costs and expenses of that person must be reasonable and are to be in the Arbitrator's discretion and, without limiting that discretion, may be dealt with as part of the costs of the proceedings; and
 - (iv) the duration of retainer of that person must end no later than the day on which the Arbitrator publishes his or her final award in the proceedings in question.

19. NOTICES AND ADDRESSES FOR NOTICES

- (a) Notices, or other communications provided to **<Service Provider>** by **<User>**, or provided by **<Service Provider>** to **<User>**, under this Haulage Contract must be provided in accordance with the format and procedure specified in the Retail Market Scheme for notices to be provided under the Retail Market Rules (to the extent that it is applicable).
- (b) If the Retail Market Rules do not specify a format and procedure for providing a notice, consent or other communication under this Haulage Contract, then the following provisions apply:

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- (i) a notice, consent or other communication under this Haulage Contract is only effective if it is in writing and transmitted to the addressee by electronic mail; and
 - (ii) the notice, consent or other communication is regarded as given and received when the addressee's electronic mail system logs the email message as having been received and:
 - (A) if it logged as having been received by 5.00 pm (Western Standard Time or Western Standard Daylight Savings Time (if applicable)) on a Business Day – on that Business Day; or
 - (B) if it logged as having been received after 5.00 pm (Western Standard Time or Western Standard Daylight Savings Time (if applicable)) on a Business Day, or on a day that is not a Business Day – on the next Business Day.
 - (c) Where notices or other communications are not provided in accordance with clause 19(a) or clause 19(b) (as applicable), **<Service Provider>** may recover from **<User>**, the reasonable additional costs involved in dealing with that notice or other communication.
 - (d) The address for notices served on **<Service Provider>** is:

WA Gas Networks
Level 6,
12-14 The Esplanade
Perth WA 6000

Email: commercial@wagn.com.au

but may be changed by notice served on **<User>**.
 - (e) The address for notices served on **<User>** is:

[insert address]

Email: [insert email address]

but may be changed by notice served on **<Service Provider>**.

20. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND INFORMATION EXCHANGE

20.1 Intellectual Property

- (a) All documents, tools, software, reports, diagrams, plans and other materials provided by or on behalf of a Party under this Haulage Contract remain the property of that Party and nothing in this Haulage Contract assigns any Intellectual Property Rights to the other Party.
- (b) All documents, tools, software, reports, diagrams, plans and other materials created under this Haulage Contract including Intellectual Property Rights will be owned absolutely by **<Service Provider>** immediately on creation.

20.2 When disclosure of Confidential Information is permitted

A Party must not disclose Confidential Information except:

- (a) with the prior written consent of the other Party;

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- (b) if the information is in the public domain, or enters the public domain other than by breach of this clause 20;
 - (c) at the request of the Party to whom the information relates where the information is about the use of Pipeline Services or the acquisition or consumption of Gas;
 - (d) when the disclosure is necessary in order to comply with:
 - (i) any Law;
 - (ii) an order of a court or tribunal;
 - (iii) a requirement imposed by or under any Law (including, without limitation, a regulatory information instrument issued by the Regulator under the National Gas Access Law); or
 - (iv) the listing rules of a recognised stock exchange;
 - (e) as necessary to any consultant or adviser to the Party;
 - (f) subject to the National Gas Access Law, as necessary to its Related Bodies Corporate's employees, officers, agents, contractors, consultants, lawyers, bankers, financiers, financial and technical advisers;
 - (g) when, in the reasonable opinion of **<Service Provider>**, the information is required to be disclosed in the course of any contemplated restructuring or sale of **<Service Provider>** as discussed in clause 14.9; or
 - (h) when, in the reasonable opinion of the disclosing Party, the information is required to be disclosed to any present or prospective lender to or financier of a Party.

20.3 Other provisions concerning disclosure

- (a) In the case of a permitted disclosure under clause 20.2, the disclosing Party must use reasonable endeavours to make disclosure on terms which preserve as far as practicable the confidentiality of the information.
- (b) In the case of a disclosure to which clause 20.2(d) applies, the disclosing Party must:
 - (i) give advance notice to the other Party of the impending disclosure;
 - (ii) if appropriate, oppose or restrict such disclosure;
 - (iii) make such disclosure on terms which preserve as far as practicable the confidentiality of the information; and
 - (iv) take such steps as will permit the other Party to have a reasonable opportunity to oppose or restrict such disclosure by lawful means.

20.4 Format for information exchange

- (a) Any information provided by **<User>** to **<Service Provider>** or **<Service Provider>** to **<User>** under this Haulage Contract must be provided in accordance with the format and procedure specified in the Retail Market Rules (to the extent that it is applicable) including, without limitation, by wherever possible providing information in electronic form, which means a structured electronic file that is capable of being downloaded and is in a format fit for purpose.

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- (b) Where information is not exchanged in accordance with clause 20.4(a), **<Service Provider>** may recover from the person providing or requesting the information the reasonable additional costs involved in dealing with the information.

20.5 Media announcements

- (a) A Party must not issue any media release or publicity about this Haulage Contract without the prior written consent from the other Party, which must not be unreasonably withheld or unreasonably delayed.
- (b) For the avoidance of doubt, nothing in this clause 20.5:
 - (i) authorises the disclosure of Confidential Information that is not permitted under clauses 20.2 and 20.3; or
 - (ii) prevents the disclosure of Confidential Information that is permitted under clauses 20.2 and 20.3.

21. MISCELLANEOUS

21.1 Applicable Law

This Haulage Contract is governed by the Law of the State of Western Australia and the Parties irrevocably submit themselves to the jurisdiction of the courts of that State.

21.2 Election

- (a) A Party may only elect not to exercise a right under this Haulage Contract by giving notice in writing.
- (b) No conduct of a Party (including a failure to exercise, or delay in exercising, a right under this Haulage Contract) operates as an election not to exercise the right, as an estoppel precluding enforcement of that right or otherwise prevents the exercise of the right.
- (c) An election not to exercise a right under this Haulage Contract on one or more occasions does not operate as an election not to exercise the right in the future or as an estoppel precluding enforcement of that right if it arises again.
- (d) The exercise of a right under this Haulage Contract does not prevent a further exercise of that right or of any other right under this Haulage Contract.

21.3 Entire agreement

This Haulage Contract constitutes the full agreement between the Parties and supersedes all prior negotiations, representations, proposals and agreements whether oral or written with respect to the subject matter of this Haulage Contract.

21.4 Stamp duty and costs of Haulage Contract

<User> is responsible for any stamp duty which may be assessable or payable on this Haulage Contract. Each Party must bear its own legal and other costs of the preparation of this Haulage Contract.

21.5 Severance

If any provision of this Haulage Contract is held illegal or unenforceable by any tribunal, court or arbitrator having competent jurisdiction, the judgment does not affect the remaining provisions of this Haulage Contract which remain in full force and effect as if the

provision held to be illegal or unenforceable had not been included in this Haulage Contract.

21.6 Further Assurance

Each Party must execute any document and perform any action necessary to give full effect to this Haulage Contract, whether prior or subsequent to performance of this Haulage Contract.

21.7 Counterparts

This Haulage Contract may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

22. INTERPRETATION

22.1 Dictionary

The following table sets out the terms and their definitions that apply in this document.

Term	Definition
Above 10TJ Determination	has the meaning given to that term in rule 139(3)(b) of the Retail Market Rules.
Access Arrangement	means the access arrangement for the WAGN GDS approved under the Code on 18 July 2000 and subsequently revised under the Code and National Gas Access Law.
Access Arrangement Period	has the meaning given to that term in the National Gas Rules.
Access Offer	means an access offer made by <Service Provider> in accordance with the Application Procedure.
Application	means an application made by <User> to <Service Provider> under the Application Procedure.
Application Procedure	means the application procedure specified in the Access Arrangement.
Approved System Pressure Protection Plan	means the System Pressure Protection Plan approved by <Service Provider> under the Access Arrangement.
Arbitrator	means the person appointed to hear a dispute between the Parties in accordance with clause 18.3.
Assessment	means something which creates or evidences an obligation to pay an ascertained amount of a Tax at or before a fixed time.
Business Day	means a day that is not— (a) a Saturday or Sunday; or (b) observed as a public holiday, a special holiday or bank holiday in the place in which any relevant act is to be or may be done.

Term	Definition
Capacity	means the measure of the potential of a Covered Pipeline as currently configured to deliver a particular Pipeline Service between a Receipt Point and a Delivery Point at a point in time.
Capacity Trading Requirements	has the meaning given to it in clause 13.
Change Notice	means a written notice given under clause 12.2(b)(ii), 12.3(c)(ii), or 12.4(b) that specifies changes to this Haulage Contract and the date on which the changes take effect.
Charge	has the meaning given to that term in the National Gas Access Law.
Claim	means any claim, allegation, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent including without limitation claims in tort (including negligence), claims in contract, claims under statute (including strict liability) and claims for a misrepresentation.
Code	means the <i>National Third Party Access Code for Natural Gas Pipeline Systems</i> , previously in force in Western Australia under the <i>Gas Pipelines Access (Western Australia) Act 1998 (WA)</i> .
Commencement Date	means the day on which this Haulage Contract commenced under clause 2(a).
Conditions Precedent	means the conditions defined as Conditions Precedent in clause 1.1.
Confidential Information	<p>means all information which is communicated to, or obtained by, a Party to this document that is:</p> <ul style="list-style-type: none"> (a) provided in confidence and that the disclosing Party has asked to be kept confidential; (b) non-public information about the use of Pipeline Services (including the terms of this Haulage Contract) or the acquisition or consumption of Gas; or (c) information that a reasonable person would regard as confidential.

Term	Definition
Contracted Peak Rate	<p>in respect of a Delivery Point, means the highest Instantaneous Flow Rate through the Delivery Point at which <Service Provider> can be required to deliver Gas, which:</p> <ul style="list-style-type: none"> (a) for a Delivery Point to which Service A1 applies, is determined under clause 7 of Schedule 1; (b) for a Delivery Point to which Service A2 applies, is determined under clause 7 of Schedule 2; (c) for a Delivery Point to which Service B1 applies, is determined under clause 7 of Schedule 3; (d) for a Delivery Point to which Service B2 applies, is determined under clause 6 of Schedule 4; and (e) for a Delivery Point to which Service B3 applies, is determined under clause 6 of Schedule 5.
Covered Pipeline	has the meaning given to that term in the National Gas Access Law.
CPI All Groups, Perth	means the Consumer Price Index All Groups Index Number for Perth published by the Australian Bureau of Statistics or, if applicable, an alternative index determined under clause 12.5(a).
Current User	in relation to a Delivery Point, means the User who is assigned to the Delivery Point in the REMCo Registry.
Curtail	means to reduce, interrupt or stop or any combination of them.
Delivery Point	means a point, including a flange or joint, specified in the Delivery Point Register, as a point at which <User> is entitled to take delivery of Gas from <Service Provider> out of the WAGN GDS.
Delivery Point Register	means a database or collection of databases that contain the details of Delivery Points and other information described in clause 5.4 and which may contain other information, including information about other Users.
Deregistered	<p>means, in relation to a Delivery Point, that Gas is permanently precluded from being supplied at the Delivery Point because the Delivery Point is permanently deregistered in accordance with:</p> <ul style="list-style-type: none"> (a) for a Delivery Point to which Service A1 applies, the procedure specified clause 9 of Schedule 1; (b) for a Delivery Point to which Service A2 applies, the procedure specified in clause 9 of Schedule 2; (c) for a Delivery Point to which Service B1 applies, the procedure specified in clause 8 of Schedule 3; (d) for a Delivery Point to which Service B2 applies, the procedure specified in clause 7 of Schedule 4; and (e) for a Delivery Point to which Service B3 applies, the procedure specified clause 7 of Schedule 5.

Term	Definition
Direct Damage	<p>means:</p> <ul style="list-style-type: none"> (a) in relation to any person – loss or damage which is not Indirect Damage; and (b) in relation to <Service Provider> only – in addition, any liability of <Service Provider> to any User, any Claim against <Service Provider> by any User, and any of <Service Provider>'s costs or expenses in connection with the Claim.
Downstream Person	<p>means, in relation to <Service Provider>:</p> <ul style="list-style-type: none"> (a) any person; <ul style="list-style-type: none"> (i) supplied; or (ii) having or claiming an entitlement to be supplied, directly or indirectly with Gas which is, or is to be, or should have been, transported by or on behalf of <Service Provider> through the WAGN GDS (whether or not it was also to be transported through any other Pipeline by or on behalf of <Service Provider> or any other person); and (b) any other person claiming directly or indirectly on behalf of or through such a person.
Emergency	<p>means:</p> <ul style="list-style-type: none"> (a) in <Service Provider>'s opinion, any extreme operating situation; or (b) any other situation (however caused) which, in <Service Provider>'s opinion, poses an immediate or imminent danger to persons or property or otherwise constitutes an emergency or justifies or requires urgent or unilateral action.
End Date	has the meaning given in clause 5.3(c).
End User	means a person who acquires or proposes to acquire Gas from <User> at a Delivery Point.
Expansion or Extension	means any extension to, or expansion of the Capacity of the WAGN GDS and includes a new Pipeline.

Term	Definition
Force Majeure	<p>means any occurrence or circumstance which is not within a Party's control and which the Party, by applying the standard of a reasonable and prudent person, is not able to prevent or overcome and includes (provided the forgoing tests are satisfied):</p> <ul style="list-style-type: none"> (a) acts of God, including epidemics, slides, lightning, earthquakes, fires, storms, floods, wash outs and cyclones; (b) strikes, lock outs, stoppages, restraints of labour and other industrial disturbances; (c) acts of the enemy including wars, blockades and insurrection; (d) acts of terror, terrorism or terrorists; (e) riots and civil disturbances; (f) valid Laws; (g) shortage of necessary equipment, materials or labour; (h) refusal or delay in obtaining any necessary consent or approval from any Commonwealth, State or local government or Commonwealth or State statutory authority; (i) unavoidable accidents involving, or break down of or loss or damage to, any plant, equipment, materials or facilities necessary for the Party's operations; (j) any WAGN GDS shutdown or interruption which is validly required or directed by any Commonwealth, State or local government agency or any Commonwealth or State statutory authority having authority to so require or direct; (k) any WAGN GDS shutdown or interruption required to conform with design or regulatory limits on WAGN GDS facilities, whether arising due to environmental conditions or circumstances or otherwise; (l) WAGN GDS ruptures; and (m) collisions or accidents.
Gas Day	<p>means a 24 hour period starting at 08:00 hours (Western Standard Time or, if applicable, Western Standard Daylight Savings Time) on a day and ending at 08:00 hours on the following day, so that:</p> <ul style="list-style-type: none"> (a) a reference to a Gas Day is a reference to the Gas Day commencing at 08:00 hours on the day or date referred to, and ending at 08:00 hours on the following day; and (b) references to months, quarters and years are to be given corresponding meanings; and (c) in reckoning of months, quarters and years, the 8 hour offset between months, quarters and years reckoned under (b) above and calendar months, quarters and years, is to be disregarded.
Gas Hour	means a period of sixty minutes commencing and ending on the hour.

Term	Definition
Gas Quality Data	means the following data in relation to Gas: <ul style="list-style-type: none"> (a) maximum carbon dioxide; (b) maximum inert gases; (c) minimum and maximum higher heating value; (d) minimum and maximum Wobbe Index; (e) maximum total sulphur (including odorant); (f) maximum Hydrogen Sulphide; (g) maximum Oxygen; (h) maximum water; (i) Hydrocarbon dewpoint over the pressure range 2.5 to 8.72 MPa absolute; and (j) maximum radioactive components.
Gas Quality Specifications	has the meaning given to that term in Annexure A.
Gas Standards Regulations	means the <i>Gas Standards (Gas Supply and System Safety) Regulations 2000</i> (WA) and any other regulations under the <i>Gas Standards Act 1972</i> (WA) which relate to Gas quality, including heating value.
GSL	means <Service Provider> 's Guaranteed Service Level Scheme as amended by <Service Provider> from time to time.
GST	means: <ul style="list-style-type: none"> (a) the same as in the GST Law; (b) any other goods and services tax, or any tax applying to this transaction in a similar way; and (c) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.
GST Law	means the same as "GST law" means in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Haulage Charge	for a Haulage Service, means the amount that is payable by <User> to <Service Provider> for that Haulage Service, being: <ul style="list-style-type: none"> (a) for Service A1 at a Delivery Point, the amount determined by applying clause 6 of Schedule 1; (b) for Service A2 at a Delivery Point, the amount determined by applying clause 7 of Schedule 2; (c) for Service B1 at a Delivery Point, the amount determined by applying clause 7 of Schedule 3; (d) for Service B2 at a Delivery Point, the amount determined by applying clause 5 of Schedule 4; and (e) for Service B3 at a Delivery Point, the amount determined by applying clause 5 of Schedule 5.

Term	Definition
Haulage Contract	means this agreement and its annexures, schedules and exhibits.
Haulage Service	means any one of Service A1, Service A2, Service B1, Service B2 and Service B3 and Haulage Services means all of them.
Indirect Damage	<p>means:</p> <ul style="list-style-type: none"> (a) in relation to a person – any consequential loss or damage however caused, including without limitation any: <ul style="list-style-type: none"> (i) loss of (or loss of anticipated) use, production, revenue, income, profits, business and savings; or (ii) business interruption, <p>whether or not the consequential loss or damage was foreseeable or contemplated by the Parties; and</p> (b) any liability of the person to any other person, or any Claim against the person by any other person, and any costs or expenses in connection with the Claim.
Instantaneous Flow Rate	in respect of a Delivery Point, means a flow rate measured over the shortest period of time over which the Meter at the Delivery Point is capable of measuring a flow rate.
Intellectual Property Rights	<p>means:</p> <ul style="list-style-type: none"> (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques; (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other work or subject matter in which copyright subsists and may in the future subsist; (c) trade and service marks (whether registered or unregistered); and (d) proprietary rights under Circuit Layouts Act 1989 (Cth).
Interconnected Pipeline	means a transmission Pipeline, distribution Pipeline or Gas storage system from which Gas is supplied into the WAGN GDS.
Interconnection Arrangement	means a written or unwritten contract, arrangement or understanding in respect of an interconnection at a Physical Gate Point between the WAGN GDS and an Interconnected Pipeline (and includes a written or unwritten contract, arrangement or understanding for the provision of an Interconnection Service).
Interconnection Distance	in respect of a Delivery Point, means the distance measured along the straight line which represents the shortest distance between the Delivery Point and the nearest Pipeline or storage system from which Gas is (or would be, if Interconnection Arrangements were entered into and necessary Physical Gate Points and associated facilities were constructed) delivered into the WAGN GDS.

Term	Definition
Interconnection Event	means an event as a result of which a Physical Gate Point associated with a Receipt Point is not, or ceases to be, the subject of a current Interconnection Arrangement.
Interconnection Service	means a Pipeline Service under which WAGN provides for, or facilitates, the interconnection of a Pipeline to the WAGN GDS.
Law or Laws	means all: <ul style="list-style-type: none"> (a) written and unwritten laws (including, without limitation, laws set out in statutes and subordinate legislation) of the Commonwealth, of Western Australia, of local government authorities, and of any other State, Territory or foreign country having jurisdiction over the subject matter of this Haulage Contract; and (b) judgments, determinations, decisions, rulings, directions, notices, regulations, by-laws, statutory instruments, Codes of Practice, Australian Standards or orders given or made under any of those laws or by any government agency or authority.
Medium Pressure/Low Pressure System	means those parts of the WAGN GDS operating at a nominal pressure of less than 300 kPa and includes all high pressure regulators that are part of the WAGN GDS which reduce the pressure from those parts of the WAGN GDS which operate at a nominal pressure of 300 kPa or more to those parts of the WAGN GDS which operate at a nominal pressure of less than 300 kPa.
Meter	means all equipment used to measure the flow of Gas taken from the WAGN GDS at a Delivery Point, including any ancillary equipment.
Minimum Receipt Temperature	means the minimum temperature at which Gas may enter the WAGN GDS at a Physical Gate Station which must be between 0°C and 10°C.
MIRN	means a unique 10-digit Meter installation registration number that <Service Provider> assigns to a Delivery Point on the WAGN GDS.
National Gas Access Law	means the National Gas Access (Western Australia) Law as that term is defined in the <i>National Gas Access (WA) Act 2009</i> (WA).
National Gas Rules	means the National Gas Rules made under the National Gas Access Law, as amended from time to time.

Term	Definition
Nominal Delivery Pressure	<p>means, in respect of a Delivery Point:</p> <ul style="list-style-type: none"> (a) to which Service A1 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 4 of Schedule 1; (b) to which Service A2 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 4 of Schedule 2; (c) to which Service B1 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 4 of Schedule 3; (d) to which Service B2 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 3 of Schedule 4; and (e) to which Service B3 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 3 of Schedule 5.
Original Pipeline Service	means a Pipeline Service from which a Haulage Service is derived.
Overrun Charge	<p>means a charge for an Overrun Service calculated in accordance with:</p> <ul style="list-style-type: none"> (a) in the case of Service A1, clause 8 of Schedule 1; and (b) in the case of Service A2, clause 8 of Schedule 2.
Overrun Service	<p>has the meaning given to this term in:</p> <ul style="list-style-type: none"> (a) in the case of Service A1, clause 8 of Schedule 1; and (b) in the case of Service A2, clause 8 of Schedule 2.
Overrun Service Rate	<p>has the meaning given to this term in:</p> <ul style="list-style-type: none"> (a) in the case of Service A1, clause 8 of Schedule 1; and (b) in the case of Service A2, clause 8 of Schedule 2.
Party	means a party to this Haulage Contract.
Payment Claim	has the meaning given to that term in clause 9.1.
Physical Gate Point	means a flange, joint or other point which marks a physical boundary between the WAGN GDS and an Interconnected Pipeline.
Physical Gate Station	means the metering equipment site associated with a Physical Gate Point and includes all facilities installed at the site to perform over pressure protection, reverse flow protection, excessive flow protection, Gas metering and measurement and telemetry and all standby, emergency and safety facilities and all ancillary equipment and services.
Pipeline	has the meaning given to that term in the National Gas Access Law.
Pipeline Service	has the meaning given to that term in the National Gas Access Law.

Term	Definition
Post-revision Pipeline Service	means a Pipeline Service that is specified in the Access Arrangement as a Reference Service after revisions have been made to the Access Arrangement.
Prescribed Interest Rate	<p>in respect of a day on which interest is to be payable, means an annual interest rate which is three percentage points higher than the bank bill rate, where the bank bill rate:</p> <p>(a) means the average bid rate (rounded up to four decimal places) for bank accepted bills having a tenor of one month as displayed on the 'BBSW' page of the Reuters monitor system at or about 10:30am (Eastern Standard Time or, if applicable, Eastern Standard Daylight Savings Time) on that day; or</p> <p>(b) if the bank bill rate cannot be determined by the procedure in paragraph (a) of this definition, a reasonable rate determined by WAGN having regard to comparable indices then available.</p>
Receipt Point	for a Sub-network means a point (which may be in the same physical location as a Physical Gate Point) which <Service Provider> has designated as a Receipt Point for that Sub-network.
Reference Services	has the meaning given to that term in the National Gas Access Law.
Reference Tariff	has the meaning given to that term in the National Gas Access Law.
Reference Tariff A1	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service A1" in the Access Arrangement.
Reference Tariff A2	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service A2" in the Access Arrangement.
Reference Tariff B1	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service B1" in the Access Arrangement.
Reference Tariff B2	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service B2" in the Access Arrangement.
Reference Tariff B3	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service B3" in the Access Arrangement.
Regulator	means the Economic Regulation Authority (or any other regulator with the responsibility of administering the National Gas Access Law in Western Australia).
Regulatory Event	has the meaning given to this term in clause 12.8.
Regulatory Event Notice	has the meaning given to this term in clause 12.8.
Related Body Corporate	has the meaning given to that term under the <i>Corporations Act 2001</i> (Cth).

Term	Definition
Related Shipper	in relation to a User for a Sub-network, means a person who, from time to time, is named in the User's allocation instruction for the Sub-network under the Retail Market Rules, and to avoid doubt, a User may be its own Related Shipper.
REMCo	means the Retail Energy Market Company Limited (ABN 15 103 318 556).
REMCo Registry	has the meaning given to that term in the Retail Market Rules.
Resolution Notification	has the meaning given to that term in clause 9.2.
Retail Market Rules	means the rules applying under the Retail Market Scheme.
Retail Market Scheme	means the retail market scheme, including the Retail Market Rules, approved under section 11ZOJ of the <i>Energy Coordination Act 1994</i> (WA) as applying in respect of the WAGN GDS, as amended from time to time.
Revision Commencement Date	means the date specified as the Revision Commencement Date in the Access Arrangement.
Service A1	is the Pipeline Service described in clause 1 of Schedule 1.
Service A2	is the Pipeline Service described in clause 1 of Schedule 2.
Service B1	is the Pipeline Service described in clause 1 of Schedule 3.
Service B2	is the Pipeline Service described in clause 1 of Schedule 4.
Service B3	is the Pipeline Service described in clause 1 of Schedule 5.
Service Pipe	means the pipe and associated fittings which connect a Delivery Point to the main.
Service Provider	has the meaning given to that term under the National Gas Access Law and, for the purposes of this Haulage Contract, WAGN is the Service Provider for the WAGN GDS.
Small Use Customer	has the meaning given to that term under the <i>Energy Coordination Act 1994</i> (WA).
Standard 8m³/hr Meter	means a standard Meter with a badged capacity of not more than 8 cubic metres of Gas per hour, being the standard facility or facilities adopted for the purpose of this definition as specified from time to time by <Service Provider> .
Standard 12m³/hr Meter	means a standard Meter with a badged capacity of not more than 12 cubic metres of Gas per hour, being the standard facility or facilities adopted for the purpose of this definition as specified from time to time by <Service Provider> .

Term	Definition
Standard Delivery Facilities	<p>means:</p> <ul style="list-style-type: none"> (a) either: <ul style="list-style-type: none"> (i) in the case of Service B2, a Standard 12m³/hr Meter; or (ii) in the case of Service B3, a Standard 8m³/hr Meter; (b) up to 20 metres of Service Pipe; (c) a Standard Pressure Regulator, sized to suit the applicable Meter; (d) any ancillary pipes and equipment (including a valve or valves); and (e) installation of items (a) to (d) above in Standard Site Conditions, <p>being the standard facility or facilities adopted for the purposes of this definition and specified from time to time by <Service Provider>.</p>
Standard Pressure Regulator	<p>means a pressure regulator or pressure regulators provided by WAGN as part of Service B2 and Service B3 which is or are the standard facilities adopted for the purposes of this definition as specified from time to time by <Service Provider>.</p>
Standard Site Conditions	<p>means, in the reasonable opinion of <Service Provider>, that the land or premises through which the Standard Delivery Facilities are being installed:</p> <ul style="list-style-type: none"> (a) does not have rock or other hard formation present; (b) does not have tiered or terraced gardens or retaining walls present; (c) does not require traffic management (including traffic management to allow safe access or working in the land or premises adjacent to the land or premises through which the Standard Delivery Facilities are being installed); (d) does not require horizontal directional drilling or boring; (e) is not densely vegetated, <p>and only where the gas main is so located that, in the reasonable opinion of <Service Provider>, it is practicable in accordance with good industry practice to connect the Standard Delivery Facilities to the main.</p>
Start Date	has the meaning given in clause 5.3(b).
Sub-network	means a part of the WAGN GDS identified under the Retail Market Rules as a sub-network of the WAGN GDS.
Swing Service Provider	has the meaning given to that term in the Retail Market Rules.
System Pressure Protection Plan	<p>means a plan to ensure <User> does not jeopardise system pressure by being in a position where it is unable to supply sufficient Gas at Receipt Points on a Sub-network and is simultaneously unable to sufficiently reduce the delivery of Gas it takes at its Delivery Points on the Sub-network.</p>

Term	Definition
Tariff	has the meaning given to it in section 2 of the National Gas Access Law.
Tariff A1	means Reference Tariff A1 as varied from time to time under the Access Arrangement and, if this Haulage Contract continues beyond the Revision Commencement Date, under clause 12.5 of this Haulage Contract.
Tariff A2	means Reference Tariff A2 as varied from time to time under the Access Arrangement and, if this Haulage Contract continues beyond the Revision Commencement Date, under clause 12.5 of this Haulage Contract.
Tariff B1	means Reference Tariff B1 as varied from time to time under the Access Arrangement and, if this Haulage Contract continues beyond the Revision Commencement Date, under clause 12.5 of this Haulage Contract.
Tariff B2	means Reference Tariff B2 as varied from time to time under the Access Arrangement and, if this Haulage Contract continues beyond the Revision Commencement Date, under clause 12.5 of this Haulage Contract.
Tariff B3	means Reference Tariff B3 as varied from time to time under the Access Arrangement and, if this Haulage Contract continues beyond the Revision Commencement Date, under clause 12.5 of this Haulage Contract.
Tariff Component	means a component of a Haulage Tariff which is an amount, or the rate by, which a User is charged for a single element or attribute of a Haulage Service.
Taxes	includes any tax, rate, impost, levy duty, fee, compulsory loan, tax-equivalent payment or surcharge withheld, deducted, charged, levied or imposed under any Law other than one that is imposed on taxable income.
Telemetry	means the communication equipment used for transmission of data collected from a Meter to WAGN's central data management system.
Upstream Person	<p>in relation to WAGN, means:</p> <ul style="list-style-type: none"> (a) any person: <ul style="list-style-type: none"> (i) supplying; or (ii) having or under an obligation to supply, directly or indirectly Gas which is, or is to be, or should have been, transported by or on behalf of <Service Provider> through the WAGN GDS (whether or not it was also to be transported through any other Pipeline by or on behalf of <Service Provider> or any other person); and (b) any other person claiming directly or indirectly on behalf of or through such a person.
Usage Charge	has the meaning given to that term in the Access Arrangement.

Term	Definition
User	has the meaning given to it in the National Gas Access Law and, for the purposes of this contract <User> is a User.
User Specific Charge	has the meaning given to that term in the Access Arrangement.
User Specific Delivery Facilities	<p>for a User means:</p> <ul style="list-style-type: none"> (a) a Meter which is not a Standard 8m³/hr Meter or a Standard 12m³/h Meter; (b) Service Pipe from the main to the Delivery Point; (c) a User Specific Pressure Regulator; (d) any ancillary pipes and equipment (including a valve or valves); and (e) in the case of Service A1 and Service A2, also includes Telemetry, <p>being the facility or facilities which are the most appropriate for that User, as determined by <Service Provider> as a reasonable person.</p>
User Specific Pressure Regulator	means a pressure regulator which is not a Standard Pressure Regulator.
WAGN	means WA Gas Networks Pty Ltd (ABN 90 089 531 975) (formerly AlintaGas Networks) and includes its successors and assigns.
WAGN GDS	means the Mid-West and South-West Gas Distribution Systems (formerly known as AGN GDS) owned by WAGN.
Year	means a period of 12 months.

22.2 Rules for interpreting this Haulage Contract

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a Party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;
 - (iv) a reference to a clause or Schedule is a reference to a clause or Schedule of this agreement;

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- (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (vi) anything (including a right, obligation or concept) includes each part of it.
 - (c) A singular word includes the plural, and vice versa.
 - (d) A word which suggests one gender includes the other gender.
 - (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (g) A reference to "currency", "dollar" or "\$" is a reference to the Australian dollar.
 - (h) A reference to a document includes a reference to information in any format or form.
 - (i) The term "under" in relation to a provision of this Haulage Contract includes "by", "in accordance with", "pursuant to" and "by virtue of".
 - (j) A reference:
 - (i) to a Delivery Point being "on" the Medium Pressure/Low Pressure System or a Sub-network means that the Delivery Point is attached to or forms part of the relevant system or Sub-network, such that Gas flowing through the Delivery Point flows from that system or Sub-network;
 - (ii) to a Receipt Point being "on" a Sub-network means that the Physical Gate Points associated with the Receipt Point are attached to or form part of the relevant Sub-network, such that Gas flowing through the Physical Gate Points flows into that Sub-network; and
 - (iii) "associated", when used to describe the relationship between a Receipt Point and a Physical Gate Point, means that each of them is associated with the same Sub-network.
 - (k) Words defined in the GST Law have the same meaning in clauses concerning GST, unless expressly provided otherwise.
 - (l) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
 - (m) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

22.3 References to Gas and quantities of Gas

- (a) Unless otherwise indicated, any reference in this Haulage Contract to a quantity of Gas is a measure of Gas in gigajoules.

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- (b) Unless otherwise indicated, a reference to "Gas" in this Haulage Contract is a reference to natural gas, being a substance that:
- (i) is in a gaseous state at standard temperature and pressure;
 - (ii) consists of naturally occurring hydrocarbons, or a naturally occurring mixture of hydrocarbons and non-hydrocarbons, the principal constituent of which is methane; and
 - (iii) is suitable for consumption.

22.4 SI units

Unless otherwise indicated, all units in this Haulage Contract are SI units in accordance with the international system of units set out in Australian Standard 1000-1998.

22.5 Provision regarding rounding

Where a Party is required to calculate a value under this Haulage Contract, any rounding applied in undertaking that calculation is to be applied in accordance with the provisions that relate to rounding under the Retail Market Rules.

22.6 References to Contracted Peak Rate and capacity of the WAGN GDS

Unless the contrary intention appears, if this Access Arrangement generally requires Contracted Peak Rate or Capacity of the WAGN GDS to be quantified, it is to be quantified as an Instantaneous Flow Rate and is to be expressed in gigajoules per hour.

Schedule 1

SERVICE A1

SPECIFIC TERMS AND CONDITIONS

1. GENERAL

- (a) The terms and conditions in this Schedule 1 apply to each Delivery Point specified in the Delivery Point Register as being a Delivery Point to which Service A1 applies.
- (b) Service A1 is a Pipeline Service provided under this Haulage Contract by which **<User>** may take delivery of Gas at a Delivery Point on the WAGN GDS, and where:
 - (i) at the time **<User>** submitted its Application for Service A1 at a Delivery Point:
 - (A) it was reasonably anticipated that **<User>** would take delivery of 35 TJ or more of Gas during each Year that **<User>** requested to obtain access to Service A1 at that Delivery Point;
 - (B) **<User>** requested a Contracted Peak Rate for the Delivery Point of 10 GJ or more per hour; and
 - (ii) **<User>** requested User Specific Delivery Facilities at the Delivery Point.
- (c) Service A1 is derived from the Reference Service described as Service A1 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) **<Service Provider>** will provide User Specific Delivery Facilities to measure the amount of Gas delivered to **<User>** at each Delivery Point specified in the Delivery Point Register which will include, as a minimum, a Meter which:
 - (i) is read by means of Telemetry; and
 - (ii) aggregates the flow of Gas across time and records that flow for each Gas Hour.
- (b) **<Service Provider>** will design and construct all User Specific Delivery Facilities, and will have regard to **<User>**'s reasonable requirements in doing so.
- (c) **<Service Provider>** will own, operate and maintain, and may from time to time modify, any User Specific Delivery Facilities.
- (d) **<User>** must use its reasonable endeavours to cooperate with **<Service Provider>** in installing, operating, maintaining, and modifying any User Specific Delivery Facilities.
- (e) **<User>** must provide or procure unfettered access to all land or premises to which access is required to allow **<Service Provider>** to undertake the activities referred to at clauses 2(a), 2(b), 2(c) and 2(d) of this Schedule.

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- (f) Nothing in clause 2 of this Schedule limits **<Service Provider>**'s powers under any Law (including the *Energy Coordination Act 1994* (WA) or the *Energy Operators (Powers) Act 1979* (WA) and subordinate legislation).

3. ACCURACY VERIFICATION

- (a) **<Service Provider>** will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws with the frequency of verification determined by **<Service Provider>** if not specified by that good industry practice or those applicable Laws.
- (b) If **<User>** requests **<Service Provider>** to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and **<Service Provider>** determines that the Meter is accurate, **<User>** must pay **<Service Provider>**'s reasonable costs in verifying the accuracy of the Meter.

4. GAS PRESSURE

- (a) Subject to clause 4(b) of this Schedule the Nominal Delivery Pressure at which **<Service Provider>** will deliver Gas to **<User>** is:
- (i) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Facilities at the Delivery Point; or
- (ii) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.
- (b) Notwithstanding clause 4(a) of this Schedule the pressure described at clause 4(a) of this Schedule will be amended to the pressure that **<Service Provider>** determines, in its absolute discretion from time to time, as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

5. METER READING

- (a) **<Service Provider>** will be responsible for calculating and recording the quantity of Gas delivered to **<User>** at the Delivery Point by Telemetry reading.
- (b) **<Service Provider>** will endeavour to take such Telemetry readings every day.

6. PRICES

- (a) Service A1 is made available at Tariff A1.
- (b) The Haulage Charge for Service A1 at a Delivery Point is calculated by applying Tariff A1.
- (c) If Tariff A1 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.

7. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the rate agreed between the Parties for the Delivery Point and specified in the Delivery Point Register.

8. EXCEEDING CONTRACTED PEAK RATE

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- (a) If **<User>**'s Instantaneous Flow Rate exceeds its Contracted Peak Rate for a Delivery Point, then **<User>** has acquired "**Overrun Service**" and must pay **<Service Provider>** an Overrun Charge calculated as follows:

$$OC = \text{OSR} \times \text{Q Overrun}$$

where:

OC = the Overrun Charge payable by **<User>** to **<Service Provider>** for the Delivery Point for the month;

OSR = the "Overrun Service Rate" which is calculated by multiplying the Usage Charge Rate for the Delivery Point for the month by 200; and

Q Overrun = the total for the month of each gigajoule or part of a gigajoule of Gas in excess of **<User>**'s Contracted Peak Rate that was delivered to **<User>** at the Delivery Point during a period of time in which **<User>**'s Instantaneous Flow Rate exceeded its Contracted Peak Rate.

- (b) Despite any provision to the contrary, a requirement under this clause to pay an Overrun Charge in respect of a gigajoule or part of a gigajoule does not relieve **<User>** of the obligation to pay the Charge determined under Tariff A1 in respect of that gigajoule or part gigajoule.

- (c) If **<User>**'s Instantaneous Flow Rate for a Delivery Point exceeds its Contracted Peak Rate for a Delivery Point on:

- (i) three or more days during any 30 day period; or
- (ii) eight or more days during a Year,

then **<Service Provider>** may notify **<User>** of this fact and of whether:

- (iii) **<Service Provider>** is prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase **<User>**'s Contracted Peak Rate, in which case **<User>** must within 10 Business Days elect between:
 - (A) an increase in its Contracted Peak Rate, with effect from the last of the days referred to in clause 8(c)(i) or 8(c)(ii) of this Schedule, as applicable, so that it is equal to the highest Instantaneous Flow Rate at the Delivery Point during the days referred to in 8(c)(i) or 8(c)(ii) of this Schedule, as applicable, in which case **<Service Provider>** will increase the Contracted Peak Rate for that Delivery Point and update the Delivery Point Register; and
 - (B) **<Service Provider>** installing, and to **<User>** paying the costs of **<Service Provider>** acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to **<User>** to no more than the Contracted Peak Rate, in which case **<Service Provider>** may install, and **<User>** must pay the costs of **<Service Provider>** acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to **<User>** to no more than the Contracted Peak Rate,

and if **<User>** does not so elect within 10 Business Days, **<Service Provider>** may make the election on **<User>**'s behalf; or

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- (iv) **<Service Provider>** is not prepared, having regard to the restrictions and pre-conditions specified in the Application Procedure, to increase **<User>**'s Contracted Peak Rate in accordance with this clause, in which case **<Service Provider>** may install, and **<User>** must pay the costs of **<Service Provider>** acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to **<User>** to no more than the Contracted Peak Rate.

9. DEREGISTERING A DELIVERY POINT

- (a) **<User>** may request (and if required by clause 5.6, must request) **<Service Provider>** to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules with **<Service Provider>**.
- (b) Once **<Service Provider>** has received a request to permanently deregister a Delivery Point, **<Service Provider>** will permanently deregister the Delivery Point by:
 - (i) removing the User Specific Delivery Facilities to the extent **<Service Provider>** considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and
 - (iii) removing the Delivery Point from the Delivery Point Register,in the manner it considers appropriate.
- (c) **<User>** acknowledges and agrees that:
 - (i) **<Service Provider>** is not liable to **<User>** in respect of any Claim, loss or damages (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point; and
 - (ii) **<User>** must ensure that **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises in order for **<Service Provider>** to undertake the activities referred to at clause 9 of this Schedule.
- (d) **<Service Provider>** will notify **<User>** in writing once the Delivery Point has been deregistered.
- (e) If **<Service Provider>** deregisters the Delivery Point, then **<User>** must pay **<Service Provider>**'s reasonable costs incurred in deregistering the Delivery Point.
- (f) If **<Service Provider>** attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(b) of Annexure C.
- (g) If **<User>** cancels its request before **<Service Provider>** deregisters, or attempts to deregister, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(c) of Annexure C.

Schedule 2

SERVICE A2

SPECIFIC TERMS AND CONDITIONS

1. GENERAL

- (a) The terms and conditions in Schedule 2 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Service A2 applies.
- (b) Service A2 is a Pipeline Service provided under this Haulage Contract by which **<User>** may take delivery of Gas at a Delivery Point on the WAGN GDS and where:
 - (i) at the time **<User>** submitted its Application for Service A2 **<User>** requested User Specific Delivery Facilities at the Delivery Point; and
 - (ii) either (or both):
 - (A) at the time **<User>** submitted its Application for Service A2:
 - (I) it was reasonably anticipated that **<User>** would take delivery of 10 TJ or more of Gas, but less than 35 TJ of Gas, during each Year that **<User>** requested to obtain access to Service A2 at that Delivery Point; or
 - (II) **<User>** requested a Contracted Peak Rate for the Delivery Point of 10 GJ or more per hour; or
 - (B) an Above 10 TJ Determination was, or was likely to have been, made under the Retail Market Rules.
- (c) Service A2 is derived from the Reference Service described as Service A2 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) **<Service Provider>** will provide User Specific Delivery Facilities to measure the amount of Gas taken by **<User>** at each Delivery Point specified in the Delivery Point Register which will include, as a minimum, a Meter which:
 - (i) is read by means of Telemetry; and
 - (ii) aggregates the flow of Gas across time and records that flow for each Gas Hour.
- (b) **<Service Provider>** will design and construct all User Specific Delivery Facilities, and will have regard to **<User>**'s reasonable requirements in doing so.
- (c) **<Service Provider>** will own, operate and maintain, and may from time to time modify, any User Specific Delivery Facilities.
- (d) **<User>** must use its reasonable endeavours to cooperate with **<Service Provider>** in installing, operating, maintaining, and modifying any User Specific Delivery Facilities.

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- (e) **<User>** must provide or procure unfettered access to all land or premises to which access is required to allow **<Service Provider>** to undertake the activities referred to in clauses 2(a), 2(b), 2(c) and 2(d) of this Schedule.
 - (f) Nothing in this clause 2 limits **<Service Provider>**'s powers under any Law (including the *Energy Coordination Act 1994* (WA) or the *Energy Operators (Powers) Act 1979* (WA) and subordinate legislation).

3. ACCURACY VERIFICATION

- (a) **<Service Provider>** will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws with the frequency of verification determined by **<Service Provider>** if not specified by that good industry practice or those applicable Laws.
- (b) If **<User>** requests **<Service Provider>** to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and **<Service Provider>** determines that the Meter is accurate, **<User>** must pay **<Service Provider>**'s reasonable costs in verifying the accuracy of the Meter.

4. GAS PRESSURE

- (a) Subject to clause 4(b) of this Schedule the Nominal Delivery Pressure at which **<Service Provider>** will deliver Gas to **<User>** is:
 - (i) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Facilities at the Delivery Point; or
 - (ii) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.
- (b) Notwithstanding clause 4(a) of this Schedule the pressure described at clause 4(a) of this Schedule will be amended to the pressure that the **<Service Provider>** determines, in its absolute discretion from time to time, as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

5. METER READING

- (a) **<Service Provider>** will be responsible for calculating and recording the quantity of Gas delivered to **<User>** at the Delivery Point by Telemetry reading.
- (b) **<Service Provider>** will endeavour to take such Telemetry readings every day.

6. PRICES

- (a) Service A2 is made available at Tariff A2.
- (b) The Haulage Charge for Service A2 at a Delivery Point is calculated by applying Tariff A2.
- (c) If Tariff A2 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.

7. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the rate agreed between the Parties for the Delivery Point and specified in the Delivery Point Register.

8. EXCEEDING CONTRACTED PEAK RATE

If **<User>**'s Instantaneous Flow Rate for a Delivery Point exceeds its Contracted Peak Rate for a Delivery Point on:

- (a) three or more days during any 30 day period; or
- (b) eight or more days during a Year,

then **<Service Provider>** must, as soon as reasonably practicable, notify **<User>** of this fact and of whether:

- (c) **<Service Provider>** is prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase **<User>**'s Contracted Peak Rate in accordance with this clause, in which case **<User>** must within 10 Business Days elect between:
 - (i) an increase in its Contracted Peak Rate, with effect from the last of the days referred to in clause 8(a) or 8(b) of this Schedule, as applicable, so that it is equal to the highest Instantaneous Flow Rate at the Delivery Point during the days referred to in clause 8(a) or 8(b) of this Schedule, as applicable, in which case **<Service Provider>** will increase the Contracted Peak Rate for that Delivery Point and update the Delivery Point Register; and
 - (ii) **<Service Provider>** installing, and to **<User>** paying the costs of **<Service Provider>** acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to **<User>** to no more than the Contracted Peak Rate, in which case **<Service Provider>** may install, and **<User>** must pay the costs of **<Service Provider>** acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to **<User>** to no more than the Contracted Peak Rate,

and if **<User>** does not so elect within 10 Business Days, **<Service Provider>** may make the election on **<User>**'s behalf; or

- (d) **<Service Provider>** is not prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase **<User>**'s Contracted Peak Rate in accordance with this clause, in which case **<Service Provider>** may install, and **<User>** must pay the costs of **<Service Provider>** acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to **<User>** to no more than the Contracted Peak Rate.

9. DEREGISTERING A DELIVERY POINT

- (a) **<User>** may request (and if required by clause 5.6, must request) **<Service Provider>** to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules with **<Service Provider>**.
- (b) Once **<Service Provider>** has received a request to permanently deregister a Delivery Point, **<Service Provider>** will permanently deregister the Delivery Point by:
 - (i) removing the User Specific Delivery Facilities to the extent **<Service Provider>** considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and

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- (iii) removing the Delivery Point from the Delivery Point Register,
in the manner it considers appropriate.
- (c) **<User>** acknowledges and agrees that:
- (i) **<Service Provider>** is not liable to **<User>** in respect of any Claim, loss or damages (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point; and
 - (ii) **<User>** must ensure that **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises in order for **<Service Provider>** to undertake the activities referred to at clause 9 of this Schedule
 - (iii) **<Service Provider>** will notify **<User>** in writing once the Delivery Point has been deregistered.
- (d) If **<Service Provider>** deregisters the Delivery Point, then **<User>** must pay **<Service Provider>**'s reasonable costs incurred in deregistering the Delivery Point.
- (e) If **<Service Provider>** attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(b) of Annexure C.
- (f) If **<User>** cancels its request before **<Service Provider>** deregisters, or attempts to deregister, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(c) of Annexure C.

Schedule 3

SERVICE B1

SPECIFIC TERMS AND CONDITIONS

1. GENERAL

- (a) The terms and conditions in this Schedule 3 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Service B1 applies.
- (b) Service B1 is a Pipeline Service provided under this Haulage Contract by which **<User>** may take delivery of Gas at a Delivery Point on the WAGN GDS, where:
 - (i) at the time **<User>** submitted its application for Service B1 at a Delivery Point either (or both):
 - (A) it was reasonably anticipated that **<User>** would take delivery of less than 10 TJ of Gas during each Year Service B1 was requested to obtain access to Service B1 under this Haulage Contract;
 - (B) **<User>** requested a Contracted Peak Rate for the Delivery Point of less than 10 GJ per hour; and
 - (ii) **<User>** requested User Specific Delivery Facilities at the Delivery Point.
- (c) Service B1 is derived from the Reference Service described as Service B1 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) **<Service Provider>** will provide User Specific Delivery Facilities to measure the amount of Gas taken by **<User>** at each Delivery Point specified in the Delivery Point Register.
- (b) **<Service Provider>** will design and construct all User Specific Delivery Facilities, and will have regard to **<User>**'s reasonable requirements in doing so.
- (c) The User Specific Delivery Facilities at the Delivery Point will include a Meter which aggregates the flow of Gas across time.
- (d) **<Service Provider>** will own, operate and maintain, and may from time to time modify, any User Specific Delivery Facilities.
- (e) **<User>** must use its reasonable endeavours to cooperate with **<Service Provider>** in installing, operating, maintaining, and modifying any User Specific Delivery Facilities.
- (f) **<User>** must provide or procure unfettered access to all land or premises to which access is required to allow **<Service Provider>** to undertake the activities referred to at clauses 2(a), 2(b), 2(c) and 2(d) of this Schedule.
- (g) Nothing in clause 2 of this Schedule limits **<Service Provider>**'s powers under any Law (including the *Energy Coordination Act 1994* (WA) or the *Energy Operators (Powers) Act 1979* (WA) and subordinate legislation).

3. ACCURACY VERIFICATION

- (a) **<Service Provider>** will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws with the frequency of verification determined by **<Service Provider>** if not specified by that good industry practice or those applicable Laws.
- (b) If **<User>** requests **<Service Provider>** to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and **<Service Provider>** determines that the Meter is accurate, **<User>** must pay **<Service Provider>**'s reasonable costs in verifying the accuracy of the Meter.

4. GAS PRESSURE

- (a) Subject to clause 4(b) of this Schedule the Nominal Delivery Pressure at which **<Service Provider>** will deliver Gas to **<User>** is:
 - (i) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Facilities at the Delivery Point; or
 - (ii) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.
- (b) Notwithstanding clause 4(a) of this Schedule the pressure described at clause 4(a) of this Schedule will be amended to the pressure that the **<Service Provider>** determines, in its absolute discretion from time to time, as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

5. METER READING

- (a) **<Service Provider>** will be responsible for calculating and recording the quantity of Gas delivered to **<User>** at each Delivery Point.
- (b) **<Service Provider>** will read the Meter in accordance with the Retail Market Rules or otherwise approximately 12 times each Year.

6. PRICES

- (a) Service B1 is made available at Tariff B1.
- (b) The Haulage Charge for Service B1 at a Delivery Point is calculated by applying Tariff B1.
- (c) If Tariff B1 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.

7. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the highest Instantaneous Flow Rate at which Gas can be delivered by **<Service Provider>** at the Delivery Point using the User Specific Delivery Facilities at the Delivery Point.

8. DEREGISTERING A DELIVERY POINT

- (a) **<User>** may request (and if required by clause 5.6, must request) **<Service Provider>** to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules with **<Service Provider>**.

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- (b) Once **<Service Provider>** has received a request to permanently deregister a Delivery Point, **<Service Provider>** will permanently deregister the Delivery Point by:
- (i) removing the User Specific Delivery Facilities to the extent **<Service Provider>** considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and
 - (iii) removing the Delivery Point from the Delivery Point Register,
- in the manner it considers appropriate.
- (c) **<User>** acknowledges and agrees that:
- (i) **<Service Provider>** is not liable to **<User>** in respect of any Claim, loss or damages (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point; and
 - (ii) **<User>** must ensure that **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises in order for **<Service Provider>** to undertake the activities referred to at clause 8 of this Schedule.
- (d) **<Service Provider>** will notify **<User>** in writing once the Delivery Point has been deregistered.
- (e) If **<Service Provider>** deregisters the Delivery Point, then **<User>** must pay **<Service Provider>**'s reasonable costs incurred in deregistering the Delivery Point.
- (f) If **<Service Provider>** attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(b) of Annexure C.
- (g) If **<User>** cancels its request before **<Service Provider>** deregisters, or attempts to deregister, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(c) of Annexure C.

Schedule 4

SERVICE B2

SPECIFIC TERMS AND CONDITIONS

1. GENERAL

- (a) The terms and conditions in this Schedule 4 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Pipeline Service B2 applies.
- (b) Service B2 is a Pipeline Service provided under this Haulage Contract by which **<User>** may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a Standard 12 m³/hr Meter.
- (c) Service B2 is derived from the Reference Service described as Service B2 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) **<Service Provider>** will provide Standard Delivery Facilities to measure the amount of Gas taken by **<User>** at each Delivery Point specified in the Delivery Point Register which aggregates the flow of Gas between readings.
- (b) **<Service Provider>** will own, operate and maintain, and may from time to time modify, any Standard Delivery Facilities.
- (c) **<User>** must use its reasonable endeavours to cooperate with **<Service Provider>** in installing, operating, maintaining, and modifying any Standard Delivery Facilities.
- (d) **<User>** must provide or procure unfettered access to all land to which access is required to allow **<Service Provider>** to undertake the activities referred to at clauses 2(a) and 2(b) of this Schedule.
- (e) Nothing in this clause 2 limits **<Service Provider>**'s powers under any Law (including the *Energy Coordination Act 1994* (WA) or the *Energy Operators (Powers) Act 1979* (WA) and subordinate legislation).

3. GAS PRESSURE

Provided it is within the capability of the WAGN GDS at the Delivery Point, the Nominal Delivery Pressure at which **<Service Provider>** will deliver Gas to **<User>** is a pressure that will not exceed 7 kPa, as regulated by the Standard Delivery Facilities at the Delivery Point.

4. METER READING

- (a) **<Service Provider>** will be responsible for calculating and recording the quantity of Gas delivered to **<User>** at the Delivery Point.
- (b) **<Service Provider>** must use reasonable endeavours to read the Meter approximately 4 times each Year at intervals of approximately 100 days.

5. PRICES

- (a) Service B2 is made available at Tariff B2.
- (b) The Haulage Charge for Service B2 at a Delivery Point is calculated by applying Tariff B2.

6. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the lesser of:

- (a) the highest Instantaneous Flow Rate at which Gas can be delivered by **<Service Provider>** at the Delivery Point using the Standard Delivery Facilities at the Delivery Point; and
- (b) 12 m³/h.

7. DEREGISTERING A DELIVERY POINT

- (a) **<User>** may request (and if required by clause 5.6, must request) **<Service Provider>** to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules with **<Service Provider>**.
- (b) Once **<Service Provider>** has received a request to permanently deregister a Delivery Point, **<Service Provider>** will permanently deregister the Delivery Point by:
 - (i) removing the Standard Delivery Facilities to the extent **<Service Provider>** considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and
 - (iii) removing the Delivery Point from the Delivery Point Register,in the manner it considers appropriate.
- (c) **<User>** acknowledges and agrees that:
 - (i) **<Service Provider>** is not liable to **<User>** in respect of any Claim, loss or damages (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point; and
 - (ii) **<User>** must ensure that **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises in order for **<Service Provider>** to undertake the activities referred to at clause 7 of this Schedule.
- (d) **<Service Provider>** will notify **<User>** in writing once the Delivery Point has been deregistered.
- (e) If **<Service Provider>** deregisters the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(a) of Annexure C.
- (f) If **<Service Provider>** attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.1(b) of Annexure C.

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- (g) If **<User>** cancels its request before **<Service Provider>** deregisters, or attempts to deregister, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(c) of Annexure C.

8. APPLYING A METER LOCK TO A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to apply a lock to the valve that comprises part of the Standard Delivery Facilities to prevent Gas from being received at the relevant Delivery Point.
- (b) **<Service Provider>** will use reasonable endeavours to apply a lock to the valve that comprises part of the Standard Delivery Facilities in a manner that will prevent the valve from being turned on, in the manner **<Service Provider>** considers appropriate, within 3 Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that:
- (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request, or if Gas continues to flow at the Delivery Point;
- (ii) **<User>** must ensure **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises for the purposes of applying a lock to the valve; and
- (iii) it may not be physically possible for **<Service Provider>** to apply a lock to certain types of valves and in those circumstances **<User>** will still be liable to pay the Charge referred to at clause 8(d) of this Schedule.
- (d) If **<Service Provider>** applies, or attempts to apply, a lock to the valve that comprises part of the Standard Delivery Facilities, then **<User>** must pay the relevant Charge specified in clause 1.2(a) of Annexure C.
- (e) If **<Service Provider>** attempts to apply a lock to a valve that comprises part of the Standard Delivery Facilities, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.2(b) of Annexure C.
- (f) If **<User>** cancels its request before **<Service Provider>** applies or attempts to apply a lock to the valve that comprises part of the Standard Delivery Facilities, then **<User>** must pay the relevant Charge specified in clause 1.2(c) of Annexure C.

9. REMOVING A METER LOCK FROM A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to remove a lock that **<Service Provider>** applied to a valve that comprises part of the Standard Delivery Facilities.
- (b) **<Service Provider>** will use reasonable endeavours to physically remove the lock, in the manner **<Service Provider>** considers appropriate, within 3 Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that:
- (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request; and
- (ii) **<User>** must ensure **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises for the purposes of removing the lock.

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- (d) If **<Service Provider>** removes the lock, then **<User>** must pay the relevant Charge specified in clause 1.3(a) of Annexure C.
 - (e) If **<Service Provider>** attempts to remove the lock, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.3(b) of Annexure C.
 - (f) If **<User>** cancels its request before **<Service Provider>** removes, or attempts to remove, the lock, then **<User>** must pay the relevant Charge specified in clause 1.3(c) of Annexure C.

10. DISCONNECTING A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to disconnect a Delivery Point by lodging a disconnection notice with **<Service Provider>** under the Retail Market Rules.
- (b) **<Service Provider>** will use reasonable endeavours to physically disconnect the Delivery Point in a manner that will prevent Gas from being delivered to the Delivery Point, in the manner **<Service Provider>** considers appropriate, within 3 Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that:
 - (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request, or if Gas continues to flow at the Delivery Point; and
 - (ii) **<User>** must ensure **<Service Provider>** (or its officers, agents, employees or contractors) has unfettered access to relevant land or premises for the purposes of disconnecting a Delivery Point.
- (d) If **<Service Provider>** disconnects the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.4(a) of Annexure C.
- (e) If **<Service Provider>** attempts to disconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.4(b) of Annexure C.
- (f) If **<User>** cancels its request before **<Service Provider>** disconnects or attempts to disconnect, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.4(c) of Annexure C.

11. RECONNECTING A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to reconnect a Delivery Point that was disconnected by **<Service Provider>** under this Haulage Contract by lodging a reconnection notice with **<Service Provider>** under the Retail Market Rules.
- (b) **<Service Provider>** will use reasonable endeavours to physically reconnect the Delivery Point in a manner that will allow Gas to be delivered to the Delivery Point, in the manner it considers appropriate, within 2 Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that:
 - (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request; and

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- (ii) **<User>** must ensure **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises for the purposes of reconnecting a Delivery Point.
 - (d) If **<Service Provider>** reconnects the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.5(a) of Annexure C.
 - (e) If **<Service Provider>** attempts to reconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.5(b) of Annexure C.
 - (f) If **<User>** cancels its request before **<Service Provider>** reconnects, or attempts to reconnect, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.5(c) of Annexure C.

Schedule 5

SERVICE B3

SPECIFIC TERMS AND CONDITIONS

1. GENERAL

- (a) The terms and conditions in this Schedule 5 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Pipeline Service B3 applies.
- (b) Service B3 is a Pipeline Service provided under this Haulage Contract by which **<User>** may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a Standard 8 m³/hr Meter.
- (c) Service B3 is derived from the Reference Service described as Service B3 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) **<Service Provider>** will provide Standard Delivery Facilities to measure the amount of Gas taken by **<User>** at each Delivery Point specified in the Delivery Point Register which aggregates the flow of Gas between readings.
- (b) **<Service Provider>** will own, operate and maintain, and may from time to time modify, any Standard Delivery Facilities.
- (c) **<User>** must use its reasonable endeavours to cooperate with **<Service Provider>** in installing, operating, maintaining, and modifying any Standard Delivery Facilities.
- (d) **<User>** must provide or procure unfettered access to all land to which access is required to allow **<Service Provider>** to undertake the activities referred to at clauses 2(a), 2(b) and 2(c) of this Schedule.
- (e) Nothing in clause 2 of this Schedule limits **<Service Provider>**'s powers under any Law (including the *Energy Coordination Act 1994 (WA)* or the *Energy Operators (Powers) Act 1979 (WA)* and subordinate legislation).

3. GAS PRESSURE

Provided it is within the capability of the WAGN GDS at the Delivery Point, the Nominal Delivery Pressure at which **<Service Provider>** will deliver Gas to **<User>** is a pressure that will not exceed 7 kPa, as regulated by the Standard Delivery Facilities at the Delivery Point.

4. METER READING

- (a) **<Service Provider>** will be responsible for calculating and recording the quantity of Gas delivered to **<User>** at the Delivery Point.
- (b) **<Service Provider>** must use reasonable endeavours to read the Meter approximately 4 times each Year at intervals of approximately 100 days.

5. PRICES

- (a) Service B3 is made available at Tariff B3.
- (b) The Haulage Charge for Service B3 at a Delivery Point is calculated by applying Tariff B3.

6. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the lesser of:

- (a) the highest Instantaneous Flow Rate at which Gas can be delivered by **<Service Provider>** at the Delivery Point using the Standard Delivery Facilities at the Delivery Point; and
- (b) 8 m³/h.

7. DEREGISTERING A DELIVERY POINT

- (a) **<User>** may request (and if required by clause 5.6, must request) **<Service Provider>** to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules with **<Service Provider>**.
- (b) Once **<Service Provider>** has received a request to permanently deregister a Delivery Point, **<Service Provider>** will permanently deregister the Delivery Point by:
 - (i) Standard Delivery Facilities to the extent **<Service Provider>** considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and
 - (iii) removing the Delivery Point from the Delivery Point Register,in the manner it considers appropriate.
- (c) **<User>** acknowledges and agrees that:
 - (i) **<Service Provider>** is not liable to **<User>** in respect of any Claim, loss or damages (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point; and
 - (ii) **<User>** must ensure that **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises in order for **<Service Provider>** to undertake the activities referred to at clause 7 of this Schedule.
- (d) **<Service Provider>** will notify **<User>** in writing once the Delivery Point has been deregistered.
- (e) If **<Service Provider>** deregisters the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(a) of Annexure C.
- (f) If **<Service Provider>** attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.1(b) of Annexure C.

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- (g) If **<User>** cancels its request before **<Service Provider>** deregisters, or attempts to deregister, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.1(c) of Annexure C.

8. APPLYING A METER LOCK TO A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to apply a lock to the valve that comprises part of the Standard Delivery Facilities to prevent Gas from being received at the relevant Delivery Point.
- (b) **<Service Provider>** will use reasonable endeavours to apply a lock to the valve that comprises part of the Standard Delivery Facilities in a manner that will prevent the valve from being turned on, in the manner **<Service Provider>** considers appropriate, within 3 Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that:
- (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request, or if Gas continues to flow at the Delivery Point;
- (ii) **<User>** must ensure **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises for the purposes of applying a lock to the valve; and
- (iii) it may not be physically possible for **<Service Provider>** to apply a lock to certain types of valves and in those circumstances **<User>** will still be liable to pay the Charge referred to at clause 8(d) of this Schedule .
- (d) If **<Service Provider>** applies, or attempts to apply, a lock to the valve that comprises part of the Standard Delivery Facilities, then **<User>** must pay the relevant Charge specified in clause 1.2(a) of Annexure C.
- (e) If **<Service Provider>** attempts to apply a lock to the valve that comprises part of the Standard Delivery Facilities, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.2(b) of Annexure C.
- (f) If **<User>** cancels its request before **<Service Provider>** applies or attempts to apply a lock to the valve that comprises part of the Standard Delivery Facilities, then **<User>** must pay the relevant Charge specified in clause 1.2(c) of Annexure C.

9. REMOVING A METER LOCK FROM A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to remove a lock that **<Service Provider>** applied to a valve that comprises part of the Standard Delivery Facilities.
- (b) **<Service Provider>** will use reasonable endeavours to physically remove the lock, in the manner **<Service Provider>** considers appropriate, within 3 Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that:
- (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request; and
- (ii) **<User>** must ensure **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises for the purposes of removing the lock.

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- (d) If **<Service Provider>** removes the lock, then **<User>** must pay the relevant Charge specified in clause 1.3(a) of Annexure C.
 - (e) If **<Service Provider>** attempts to remove the lock, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.3(b) of Annexure C.
 - (f) If **<User>** cancels its request before **<Service Provider>** removes, or attempts to remove, the lock, then **<User>** must pay the relevant Charge specified in clause 1.3(c) of Annexure C.

10. DISCONNECTING A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to disconnect a Delivery Point by lodging a disconnection notice with **<Service Provider>** under the Retail Market Rules.
- (b) **<Service Provider>** will use reasonable endeavours to physically disconnect the Delivery Point in a manner that will prevent Gas from being delivered to the Delivery Point, in the manner **<Service Provider>** considers appropriate, within 3 Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that:
 - (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request, or if Gas continues to flow at the Delivery Point; and
 - (ii) **<User>** must ensure **<Service Provider>** (or its officers, agents, employees or contractors) has unfettered access to the relevant land or premises for the purposes of disconnecting the Delivery Point.
- (d) If **<Service Provider>** disconnects the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.4(a) of Annexure C.
- (e) If **<Service Provider>** attempts to disconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.4(b) of Annexure C.
- (f) If **<User>** cancels its request before **<Service Provider>** disconnects or attempts to disconnect, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.4(c) of Annexure C.

11. RECONNECTING A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to reconnect a Delivery Point that was disconnected by **<Service Provider>** under this Haulage Contract by lodging a disconnection notice with **<Service Provider>** under the Retail Market Rules.
- (b) **<Service Provider>** will use reasonable endeavours to physically reconnect the Delivery Point in a manner that will allow Gas to be delivered to the Delivery Point, in the manner it considers appropriate, within 2 Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that:
 - (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request; and

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- (ii) **<User>** must ensure **<Service Provider>** (and its officers, agents, employees or contractors) has unfettered access to the relevant land or premises for the purposes of reconnecting a Delivery Point.
 - (d) If **<Service Provider>** reconnects the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.5(a) of Annexure C.
 - (e) If **<Service Provider>** attempts to reconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Charge specified in clause 1.5(b) of Annexure C.
 - (f) If **<User>** cancels its request before **<Service Provider>** reconnects, or attempts to reconnect, the Delivery Point, then **<User>** must pay the relevant Charge specified in clause 1.5(c) of Annexure C.

EXECUTED as an agreement.

Annexure A

GAS QUALITY SPECIFICATIONS

GAS QUALITY SPECIFICATION TABLE

1. In this Haulage Contract, "Gas Quality Specifications" means all of the following specifications, standards or requirements and where there are conflicting specifications, standards or requirements the most stringent specification, standard or requirement applies:
 - (a) the standards detailed in regulation 5 of the Gas Standards Regulations, including the requirement to odorise the Gas detailed in regulation 6; and
 - (b) Gas that is free, by normal commercial standards, from dust and other solid or liquid matters, waxes, gums and gum-forming constituents, aromatic hydrocarbons, hydrogen, mercury and any other substance or thing which might cause injury to or interfere with the proper operation of any equipment through which it flows.

Component	Unit of Measurement	Specification
Maximum carbon dioxide	mol %	4.0
Maximum inert gases	mol %	7.0
Minimum higher heating value	MJ/m ³	35.1
Maximum higher heating value	MJ/m ³	42.3
Minimum Wobbe Index	MJ/m ³	46.0
Maximum Wobbe Index	MJ/m ³	51.5
Maximum total sulphur (including odorant)	mg/m ³	20
Maximum Hydrogen Sulphide	mg/m ³	4.6
Maximum Oxygen	mol %	0.2
Maximum Water	mg/m ³	100
Hydrocarbon dewpoint over the pressure range 2.5 to 8.72 MPa absolute	°C	Below the Minimum Receipt Temperature applying for the Physical Gate Point
Maximum radioactive components	Bq/m ³	600

ANNEXURE B

BANK GUARANTEE

[Name of Issuer]
ABN/ACN/ARBN [number]

To: [Name and address of Beneficiary]

IRREVOCABLE BANK GUARANTEE No [number]

DATED [date]

On Account of: [Name of Company] (**Company**)

Beneficiary: [Name of Beneficiary] (**Beneficiary**)

Maximum Liability: AUD[amount] (as reduced by each amount paid)

Expiry Date: 4:00pm on [date]

Payable on demand to: [name of Issuer] at [Place]

Issued in Connection with: [Details of arrangements guaranteed by the Bank Guarantee]

[Name of Issuer] ABN/ACN/ARBN [number] (**Bank**) at the request and for the account of the Company, undertakes that:

TERMS AND CONDITIONS

1. The Bank, as principal debtor and not as a surety, irrevocably and unconditionally undertakes to pay any amounts demanded by the Beneficiary under and in accordance with this Bank Guarantee (not exceeding in aggregate the Maximum Liability) upon receipt of the demand:
 - (a) without reference to the Company;
 - (b) irrespective of any dispute between the Beneficiary and the Company in relation to any amount payable under this Bank Guarantee;
 - (c) without the Beneficiary first being required to exhaust any remedy it may have against the Company or to enforce any other guarantee or security it may hold relating to the amount guaranteed by this Bank Guarantee; and
 - (d) notwithstanding the grant of any time or other indulgence to the Company or any other circumstance, act or omission which, but for this provision, might otherwise affect it at law or in equity.
2. Any demand under this Bank Guarantee must be in writing and delivered to the address of the Bank stated above before close of business on a business day (being a day on which the bank is open for business at that address) on or before the expiry date specified above and must be accompanied by a notice signed by an officer of the Beneficiary stating:
 - (a) the number and date of this Bank Guarantee:

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- (b) that the notice is given pursuant to the terms of this Bank Guarantee; and
 - (c) the amount demanded and that the amount is not more than the Maximum Liability then outstanding,

and the Maximum Liability will automatically reduce by each amount paid by the Bank when so demanded.

- 3. Payment of amounts demanded under this Bank Guarantee must be made:
 - (a) by bank cheque or by telegraphic transfer to any account of the Beneficiary nominated by it in writing for this purpose; and
 - (b) without any deduction or withholding except as may be required by law.
- 4. This Bank Guarantee terminates automatically and immediately and must be returned by the Beneficiary to the Bank for cancellation upon the first to occur of:
 - (a) the date the Beneficiary notifies the Bank that this Bank Guarantee is no longer required;
 - (b) the Expiry Date; or
 - (c) the Bank has paid amounts in aggregate equal to the Maximum Liability to the Beneficiary.
- 5. The Bank may elect, at any time before the Expiry Date, to terminate its liability to the Beneficiary under this Bank Guarantee by paying to the Beneficiary an amount equal to the then outstanding Maximum Liability.
- 6. This Bank Guarantee may not be assigned or transferred by the Beneficiary without the prior written consent of the Bank.
- 7. This Bank Guarantee is governed by the laws in force in the place at which demands must be made.

ANNEXURE C

CALCULATING OTHER CHARGES

1. CHARGES AT DECEMBER 2009

1.1 Deregistering a Delivery Point

- (a) \$197.30 (deregistering a Delivery Point under Schedule 4 or Schedule 5);
- (b) \$197.30 (attempting to deregister a Delivery Point);
- (c) \$117.70 (cancelling a request to deregister a Delivery Point).

1.2 Applying a Meter Lock

- (a) \$18.50 (applying or attempting to apply a lock);
- (b) \$18.50 (attempting to apply a lock, but not being able to do so);
- (c) \$18.50 (cancelling a request to apply a lock).

1.3 Removing a Meter Lock

- (a) \$18.50 (removing a lock);
- (b) \$18.50 (attempting to remove a lock);
- (c) \$18.50 (cancelling a request to remove a lock).

1.4 Disconnecting a Delivery Point

- (a) \$197.30 (disconnecting a Delivery Point);
- (b) \$197.30 (attempting to disconnect a Delivery Point);
- (c) \$117.70 (cancelling a request to disconnect a Delivery Point).

1.5 Reconnecting a Delivery Point

- (a) \$100.20 (reconnecting a Delivery Point);
- (b) \$100.20 (attempting to reconnect a Delivery Point);
- (c) \$100.20 (cancelling a request to reconnect a Delivery Point).

2. ANNUAL VARIATION OF CHARGES

- (a) **<Service Provider>** may increase a Charge specified in clause 1 of this Annexure on 1 July of each Year during the term of this Haulage Contract by applying the following formula:

$$C_t = C_0 \times \frac{MarWPI_t}{102.1}$$

where:

- (i) C_t is the adjusted Charge;

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- (ii) C_0 is the Charge specified in clause 1 of this Annexure that is to be adjusted;
 - (iii) $MarWPI_t$ is the Wage Price Index: Ordinary Time Hourly Rates Of Pay Excluding Bonuses, All Sectors: Original For Western Australia (**Wage Price Index**), as published by the Australian Bureau Of Statistics (**ABS**), for the March Quarter immediately prior to the date of adjustment.
- (b) If the Wage Price Index referred to in clause 2(a)(iii) of this Annexure ceases to be published quarterly by the ABS or in the reasonable opinion of **<Service Provider>** is published on a materially different basis (including due to a change in its nature, composition, data or reference base) to its basis at the time of the last revisions to the Access Arrangement, then:
- (i) if the ABS publishes a substitute index, **<Service Provider>** may use the substitute index if it believes the use of that substitute index (with, if necessary, any arithmetical correction factor) will maintain a reasonable level of continuity between a Charge calculated using the Wage Price Index and a Charge calculated using the substitute index; or
 - (ii) if **<Service Provider>** does not adopt a substitute index under clause 2(b)(i), **<Service Provider>** will nominate a substitute index in its discretion, exercised reasonably.
- (c) If **<Service Provider>** increases a Charge in accordance with clause 2(a), it must make details of the increased Charge available to **<User>** at **<User>**'s request.

3. INTERPRETATION

Unless otherwise stated, all amounts specified in this Annexure C are exclusive of GST and expressed in Australian dollars as at December 2009.